



Town Board of Trustees

Tuesday, December 13, 2022 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/82969043900>

Meeting ID: 829 6904 3900

Passcode: 166365

One tap mobile

+13462487799

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. November 22, 2022 Regular Meeting Minutes

Attachments:

- **November 22, 2022 Regular Meeting Minutes** (11-22-2022_-_Draft_Regular_Meeting_Minutes.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat

box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. Request to Waive Request for Proposal (RFP) for Upgrades to Town Hall Security

Alison Belcher, Communications and IT Director

Adam Meis, IT and Communications Manager

Attachments:

- **Staff Report Request to Waive Request for Proposal (RFP) for Upgrades to Town Hall Security** (0_-_TownofBennett_StaffReport_TownHallSecurityUpgrades.pdf)
- **Town of Bennett - Town Hall - ACS** (1_-_Town_of_Bennett_-_Town_Hall_-_ACS_Upgrade_Q_188611.pdf)
- **Town of Bennett - Town Hall - Surveillance Upgrade** (2_-_Town_of_Bennett_-_Town_Hall_-_Surveillance_Upgrade_Q_188610.pdf)
- **Town Hall Camera Layout** (3_-_TOB_-_Town_Hall_Avigilon_System_Design.pdf)
- **Suggested Motion** (4_-_suggested_motion.pdf)

7. Public Hearing

a. 2023 Budget Town of Bennett Budget

Danette Ruvalcaba, Town Treasurer and Director of Finance

Resolution No. 947-22 - A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Bennett, Colorado, for the Calendar Year Beginning on the First Day of January 2023 and Ending on the Last Day of December 2023 and Adopting the Town of Bennett Schedule of Fees

Resolution No. 948-22 A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purposes Set Forth Below, for the Town of Bennett, Colorado, for the 2023 Budget Year

Resolution No. 949-22 - A Resolution Levying General Property Taxes for the Tax Year 2022 to Help Defray the Cost of Government for the Town of Bennett,

Resolution No. 950-22 - A Resolution Appropriating Sums of Money in Addition to those Appropriated in Resolution No. 852-20 for the 2021 Fiscal Year for the Town of Bennett Road and Bridge Fund and Conservation Trust Fund

Attachments:

- **Public Hearing Script** (0_-_2023_Budget_Public_Hearing_Script.pdf)
- **Staff Report 2023 Budget Appropriations and Carry Forwards** (__1._-_2023_Budget_Staff_Report.pdf)
- **2023 Town of Bennett Budget** (1_-_2023_FINAL_BUDGET.pdf)
- **2023 Town of Bennett Schedule of Fees** (Directory_of_Fees_2023-Final.pdf)
- **Resolution No. 947-22 - A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Bennett, Colorado, for the Calendar Year Beginning on the First Day of January 2023 and Ending on the Last Day of December 2023 and Adopting the Town of Bennett Schedule of Fees** (2_-_947-22_ADOPTING_2023_BUDGET.pdf)
- **Suggested Motion - Resolution No. 947-22 - A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Bennett, Colorado, for the Calendar Year Beginning on the First Day of January 2023 and Ending on the Last Day of December 2023 and Adopting the Town of Bennett Schedule of Fees** (2.a_-_suggested_motion_-_Reso_947-22.pdf)
- **Resolution No. 948-22 A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purposes Set Forth Below, for the Town of Bennett, Colorado, for the 2023 Budget Year** (3_-_948-22_2023_APPROPRIATION_OF_FUNDS.pdf)
- **Suggested Motion Resolution No. 948-22 A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purposes Set Forth Below, for the Town of Bennett, Colorado, for the 2023 Budget Year** (3.a_-_suggested_motion_-_Reso_948-22.pdf)
- **Resolution No. 949-22 - A Resolution Levying General Property Taxes for the Tax Year 2022 to Help Defray the Cost of Government for the Town of Bennett, Colorado, for the 2023 Budget Year** (4_-_949-22_2023_MILL_LEVY_CERTIFICATION.pdf)
- **Suggested Motion Resolution No. 949-22 - A Resolution Levying General Property Taxes for the Tax Year 2022 to Help Defray the Cost of Government for the Town of Bennett, Colorado, for the 2023 Budget Year** (4.a_-_suggested_motion_-_Reso_949-22.pdf)
- **Resolution No. 950-22 - A Resolution Appropriating Sums of Money in Addition to those Appropriated in Resolution No. 852-20 for the 2021 Fiscal Year for the Town of Bennett Road and Bridge Fund and Conservation Trust Fund** (5_-_Budget_Amendment_Resolution_950-22.pdf)
- **Suggested Motion Resolution No. 950-22 - A Resolution Appropriating**

g Sums of Money in Addition to those Appropriated in Resolution No . 852-20 for the 2021 Fiscal Year for the Town of Bennett Road and B ridge Fund and Conservation Trust Fund (5.a_-_suggested_motion_-_Res o_950-22.pdf)

8. Action/Discussion Items

a. Town of Bennett Development Impact Fees

Ordinance No. 764-22 - An Ordinance Amending the Development Impact Fees for the Town of Bennett
Danette Ruvalcaba, Town Treasurer and Director of Finance

Attachments:

- **Ordinance No. 764-22 - An Ordinance Amending the Development Impact Fees for the Town of Bennett** (Ord_764-22_Impact_Fee_2022.pdf)
- **Suggested Motion** (suggested_motion.pdf)

9. Town Manager Report

Trish Stiles, Town Manager

10. Trustee Comments and Committee Reports

Mayor and Trustees

a. DRCOG Representative Discussion

11. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 12/08/2022 at 3:25 PM



DRAFT

Town Board of Trustees

Minutes

Tuesday, November 22, 2022 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

Minutes:

Present:

Royce D. Pindell, Mayor
Kevin Barden, Trustee
Steve Dambroski, Trustee
Whitney Oakley, Mayor Pro Tem
Denice Smith, Trustee
Donna Sus, Trustee

Staff Present:

Trish Stiles, Town Manager
Rachel Summers, Deputy Town Manager
Taeler Houlberg, Administrative Services Director
Danette Ruvalcaba, Town Treasurer and Director of Finance
Adam Meis, IT and Communications Manager
Chad Bunger, Community and Economic Development Director
Steve Hebert, Planning Manager
Daymon Johnson, Capital Projects Director
Gina Burke, Town Water Engineer
Mike Heugh, Town Traffic Engineer
Dan Giroux, Town Engineer
Melinda Culley, Town Attorney
Christina Hart, Town Clerk

Public Present:

DRAFT

Kathy Smiley
Jerry Weller
Jennifer Tucker
Chris McGranahan
Lisa Laframboise
Bob Frchetti
Jim Marshall
John Prestwich
John Vitella

3. Pledge of Allegiance

Royce D. Pindell, Mayor

Minutes:

The Pledge of Allegiance was led by Royce D. Pindell, Mayor.

4. Approval of Agenda

Royce D. Pindell, Mayor

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SUS SECONDED to approve the agenda as presented. The voting was as follows:

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Barden

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

5. Consent Agenda

Royce D. Pindell, Mayor

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED to approve the consent agenda as presented. The voting was as follows:

Ayes: Oakley, Pindell, Smith, Sus, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:**

Approval of November 8, 2022, Regular Meeting Minutes **2. Action:** Approval of Resolution No. 946-22 - A Resolution Approving an Intergovernmental Agreement with Arapahoe County for the Provision of Law Enforcement Services

PUBLIC COMMENTS NO ON THE AGENDA

There were no public comments presented.

a. November 8, 2022 Regular Meeting Minutes

b. Intergovernmental Agreement (IGA) Between Arapahoe County, Colorado and Town of Bennett for Law Enforcement Services

Resolution No. 946-22 - A Resolution Approving an Intergovernmental Agreement with Arapahoe County for the Provision of Law Enforcement Services

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. Case No. 22.02 Mundell Farms Planned Development - PD Zoning

Ordinance No. 762-22 - An Ordinance Zoning Property Annexed to the Town of Bennett and Known as the Bennett North Annexation and Approving an Outline Development Plan for Mundell Farms

Minutes:

Royce D. Pindell, Mayor, opened the public hearing for Case No. 22.02 Mundell Farms Planned Development - PD Zoning.

The public hearing was opened at 7:13 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on November 4, 2022. Legal #2727.

Steve Hebert, Planning Manager, presented Case 22.02 Mundell Farms Planned Development - PD Zoning to the Board.

PUBLIC COMMENTS

No public comments were presented.

The public hearing was closed at 7:57 p.m.

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SMITH SECONDED to approve Ordinance No. 762-22 - An ordinance zoning property annexed to the Town of Bennett and known as the Bennett North Annexation and Approving an Outline Development Plan for Mundell Farms. The voting was as follows:

Ayes: Pindell, Smith, Sus, Barden, Dambroski, Oakley,

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

7. Action/Discussion Items

a. Trustee Appointment Applications 2022

Minutes:

Royce D. Pindell, Mayor, reported to the Trustees the Trustee appointment applications are included in the agenda packet. The interviews for the applicants will be held during a Special Meeting on December 12th, 2022.
No action was required.

b. Change Order for Construction of Bennett Lower Arapahoe Aquifer Well LA-14

Minutes:

Daymon Johnson, Capital Projects Director, presented a change order for the construction of the Bennett Lower Arapahoe Aquifer Well LA-14 to the Trustees.
TRUSTEE BARDEN MOVED, TRUSTEE SUS SECONDED to authorize the approval of Change Order No. 4 with Hydro Resources - Rocky Mountain, Inc. for an amount not to exceed \$557,716 for contractor services to complete the construction of the new Lower Arapahoe Well LA-14. The voting was as follows:
Ayes: Smith, Sus, Barden, Dambroski, Oakley, Pindell
Nays: None
Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

c. Town of Bennett Water Reclamation Resource Recovery Expansion Project

Minutes:

Daymon Johnson, Capital Projects Director, and Bob Frachetti, Aqua Engineering, presented the Town of Bennett Water Reclamation Resource Recovery Expansion Project to the Trustees.
No action was required.

d. Long-Term Land Lease with Discovery Time Kids Early Learning Center

Ordinance No. 763-22 - An Ordinance Approving a Lease Agreement with Discovery Time Kids Learning Center

Minutes:

Rachel Summers, Deputy Town Manager, presented the long-term land lease with Discovery Time Kids Early Learning Center to the Trustees.
MAYOR PRO TEM OAKLEY MOVED, TRUSTEE BARDEN SECONDED to approve Ordinance No.763-22 - An ordinance approving a lease agreement with Discovery Time Kids Early Learning Center. The voting was as follows:
Ayes: Sus, Barden, Dambroski, Oakley, Pindell, Smith
Nays: None
Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

8. Town Manager Report

Minutes:

- New Town of Bennett business Colorado Trailers Direct is located in the former

Morgan Community College location.

- The Town of Bennett has received 3 additional Adams County Open Space Grants for Art in the Park, Tree Canopy Restoration, and Trupp Park Concrete.
- Town Staff will be attending an all-day training on November 29th. The training will take place at Town Hall.
- Gene Claps was elected as the new Adams County Sheriff. He will assume office on January 10, 2023.
- A draft of the final Master Transportation Plan is scheduled to present to the Board during a January 2023 meeting.
- 42 families have either been nominated or applied for holiday help. 115 of those are children.

9. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

Royce D. Pindell, Mayor, reported on the following:

- Unable to attend the DRCOG meeting
- Shared condolences on behalf of the Town of Bennett to the victims of the Colorado Springs mass shooting.

10. Adjournment

Minutes:

TRUSTEE DAMBROSKI MOVED, TRUSTEE SMITH SECONDED to adjourn the meeting. The meeting was adjourned at 9:27 p.m. Voting was as follows:

Ayes: Barden, Dambroski, Oakley, Pindell, Smith, Sus

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

Minutes Approved:

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

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STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Alison Belcher, Communications and IT Director
Adam Meis, IT and Communications Manager
DATE: December 13, 2022
SUBJECT: Request to Waive RFP for Upgrades to Town Hall Security

Background

It has been a goal of the Town's IT Department to upgrade security and access control throughout Town buildings so they are all on one system that can be accessed easily by the IT Manager and Town Manager.

The current surveillance system at Town Hall is an older BOSCH camera system that is not as efficient as the proposed upgrade. The picture quality is poor and the interface is difficult to export any footage. The new Avigilon System is state of the art and will allow for upgraded analytics such as license plate and facial recognition. The interface is easy to use and will seamlessly integrate with future systems at any other Town facility.

In July, the Town of Bennett entered into a contract with Paladin Technologies – VTI Security (VTI) for the installation of four solar powered security cameras at various town parks.

VTI also bid and received the contract for the installation and monitoring services for access control at the new public works facility, NOMCOM. At NOMCOM, VTI will be installing security cameras as well as key pads on all the doors for entry to the building.

During meetings with VTI they offered many options for expanding the system being installed at NOMCOM and getting Town Hall and other buildings on the same system for monitoring and control, because of this the IT Department requested bids for upgrades to the current surveillance and access control system at Town Hall.

Summary of Town Hall Bid

VTI provided bids to update the access control at Town Hall as well as switch out the security cameras and install new surveillance equipment.

Some of the biggest changes to the current access control system at Town Hall include a new separate Client PC (server), which will act as the server for the access control manager, as well as new door key pads and the cabling needed for that. The Client PC is needed for the Avigilon System to integrate with the current system as well as connect with the system at NOMCOM.

An update to the surveillance equipment includes upgrading both interior and exterior cameras at Town Hall. A diagram of the camera layout at Town Hall is attached. The surveillance will also be on its own Client PC, which will provide separation from the Town network and keep the surveillance on one server and the access control on a separate server for protection from possible intrusion.

VTI's bid for the access control also includes monitoring services for an annual cost of \$600. The security would be professionally monitored by VTI Security instead of Mountain Alarm.

Description	Bid
Upgrades to Current System	\$16,689.00
New Security Cameras	\$39,336.00

Funding for the upgrades to the Town Hall access control and surveillance system will come out of the General Fund contingency.

Staff Review

Staff has met with representatives from VTI multiple times when working on NOMCOM access control and surveillance as well as the park security cameras. VTI has proposed great options to ensure all Town buildings are on one monitoring system that allows for the best opportunities to expand the system to other Town buildings in the future.

Staff Recommendation

Town Staff recommends the Board of Trustees formally waive the requirement for a Request for Proposals and authorize a contract with Paladine Technologies – VTI Security for the upgrades to Town Hall access control and surveillance.

Attachments

1. Town of Bennett - Town Hall – ACS
2. Town of Bennett - Town Hall - Surveillance Upgrade
3. Town Hall Camera Layout

VTI Security



Town of Bennett - Town Hall - ACS Upgrade

Proposal # 188611

Prepared for:

Name: Adam Meis

Proposal Issued: November 07, 2022

Company: Town of Bennett

Proposal Valid to: January 06, 2023

Address: 365 Palmer Avenue, Bennett, CO 80102.
Bennett, CO 80102-8425

Proposal Issued by: Kris Chilton

Statement of Confidentiality

This Proposal is confidential and contains proprietary information and intellectual property of VTI Security. Neither this Proposal nor any of the information contained herein may be reproduced or disclosed without the express written permission of VTI Security.

Statement of Work

VideoTronix, Incorporated dba VTI Security is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.

Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

VTI to provide the following:

- ACS - Head End - IT Closet
 - Installation of (1) Avigilon 8-Door Access Control System
- ACS - DMP Integration
 - Integrate existing DMP system into newly installed Avigilon ACM
 - Existing DMP system currently operates as the ACS system but will be converted to an intrusion detection system
- ACS - Head End - System Controller/Client PC
 - Installation of (1) Avigilon ACM Client PC
 - Installation of (1) Monitor
 - Provide (1) Wireless Keyboard/Mouse Kit
- ACS - Door Contacts
 - Installation of (8) DPDT Door contacts
- Installation of additional cable for DPDT contacts
- Electrician to hardwire power supplies
- Up to (2) hours of on-site training
- New Monitoring - Contact to be executed for local response (Annual Fee - 1st Year Included in proposal).
 - Separate Contract to be executed for monitoring agreement + response information (method of procedure for response.)

Provided by Others:

- 110VAC
- Permitting excluded
- IP Scheme



PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	ACS - HEAD END - IT CLOSET - 7 CRs			
AC-LSP-8DR-MER-LCK	Integrated Power System, Mercury Dual Voltage, 8 Door	1.00	\$660.00	\$660.00
AC-MER-CONT-LP1502	Intelligent Controller, Linux Based, 2 Doors, 8 Inputs, 4 Outputs	1.00	\$1,165.00	\$1,165.00
AC-MER-CON-MR52	2-Reader Interface Module (2 reader: Mag or Wiegand, 8 Inputs, 6 Relays)	3.00	\$650.00	\$1,950.00
IM-1240	Battery, 12V 4AH	2.00	\$15.00	\$30.00
	ACS - DMP INTEGRATION			
AC-SW-LIC-DMPINTR-1PANEL-6-P	Access Control Manager, 6 Per Panel, License for DMP Intrusion Panel Integration	1.00	\$300.00	\$300.00
	ACS - HEAD END - SYSTEM CONTROLLER			
AC-APP-32R-PRO-6	Desktop PC, Preloaded with Access Control Manager Professional 6 Software	1.00	\$2,215.00	\$2,215.00
P2419H	LED Monitor, 24", with ComfortView DisplayPort, VGA, HDMI and USB	1.00	\$285.00	\$285.00
KM5221W	Keyboard and Mouse, Dell Pro Wireless	1.00	\$55.00	\$55.00
	ACS - DOOR CONTACTS			
N78CB-STDD	Recessed Door Contact, 3/4", Closed Loop, 0.75 to 1.25" Gap, DPDT, Brown	8.00	\$18.00	\$144.00
	ACS - CABLE			
18/4-1000	Cable, 18/4C, Plenum, Non-Shielded, 1000'	1.00	\$345.00	\$345.00
	SUBCONTRACTORS			
SUBCONTRACTOR	Cable Installation	1.00	\$2,900.00	\$2,900.00
SUBCONTRACTOR	Electrician to hardwire power supplies	1.00	\$350.00	\$350.00
	IDS - MONITORING			
MONITORING	Annual Intrusion Monitoring Service	1.00	\$600.00	\$600.00
	LABOR			
INSTALL	Installation Labor	36.00	\$110.00	\$3,960.00



INSTALL	Training	2.00	\$110.00	\$220.00
ENGINEER	Engineering Labor	4.00	\$140.00	\$560.00
PROJ MGMT	Project Management Labor	6.00	\$125.00	\$750.00
FREIGHT	Freight Charges	1.00	\$120.00	\$120.00
MISC-EQUIPMENT	Misc Equipment	1.00	\$80.00	\$80.00
1-YEAR-VTI-WARRANTY	1 Year VTI Warranty	1.00	\$0.00	\$0.00

SUBTOTAL: \$16,689.00

ESTIMATED SALES TAX*: \$0.00

TOTAL: \$16,689.00

**Sales Tax amount is an estimate and is subject to change based on local, city, state, or federal laws.*

Project Clarifications

Included:

Server/Workstation Hardware	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Network Hardware	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Electrified Locking Hardware	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Cable and Installation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Permits Required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
After-Hours Inspection Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Electrical Subcontract	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Intrusion Monitoring Required	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Man Lift Required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Prevailing Wage/Davis Bacon	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Bid/Payment/Performance Bond	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

- All work proposed herein, shall be performed during normal business hours Monday - Friday 8:00 am - 5:00 pm.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials is excluded unless specifically listed under inclusions or project detail.
- Customer is to provide static IP addresses and network connections at security panel locations.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to VTI Security for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- VTI Security is not responsible for fire alarm connections. If a fire alarm connection is required by code or local authority for locking hardware to release on a fire alarm, that fire alarm connection and the cost associated with it are the responsibility of the owner. The fire alarm connection must be located in the same room as the lock power supply. All work associated with the fire alarm system must be performed by a certified fire alarm contractor.
- VTI Security recommends using new equipment for each project. In some instances the customer may request the use of existing equipment and/or cabling. VTI Security is not responsible for the operability of existing equipment or cabling. Existing equipment and/or cabling will be evaluated during installation and assessed for correct operability, compatibility and functionality. It will be the sole discretion of VTI Security to determine if the existing equipment and/or cabling have the correct operability, compatibility and functionality. If the existing equipment and/or cabling does not meet manufacturer and code requirements, pricing for appropriate equipment and/or cabling will be provided by VTI Security to the Owner. VTI Security is not responsible for the costs of replacing existing equipment and/or cabling that does not meet the required operability, compatibility and/or functionality for use with the new system.



Project Management Services

The project manager will serve as the primary point of contact for VTI and the customer throughout the project. Their services include the responsibility for coordinating/scheduling all labor supplied by VTI with other labor/trades; coordinate the procurement and delivery of any/all equipment, software or licensing provided by VTI; delivery of any engineering or training services/documentation; quality control of workmanship; commissioning, punch list, close out and project sign off according to the written scope of work agreed to by all parties. The project manager may be involved in regular or periodic meetings but their role and frequency must be incorporated as part of this scope of work. Additional assistance or services may be provided for with a properly authorized change order.

Engineering Services

VTI Security has provided the following Engineering Services as part of your proposal. To provide these services, AutoCAD files of your floorplans will be required.

No Engineering Package

No Engineering Packages have been included in this proposal. If you wish to purchase an Engineering Package, please contact your Account Manager.



Summary of Costs

Equipment:	\$7,229.00
Labor:	\$5,490.00
Subcontractor:	\$3,250.00
Freight:	\$120.00
Service contracts:	\$600.00
Subtotal:	\$16,689.00
Estimated Sales Tax*:	\$0.00
Total:	\$16,689.00

**Sales Tax amount is an estimate and is subject to change based on local, city, state, or federal laws.*

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the following Terms & Conditions of this Agreement or as otherwise negotiated through a Master Services Agreement executed by both Parties.

CLIENT: **Town of Bennett**

DATE: _____

SIGNATURE: _____

PRINT: _____

PO: _____

COMPANY: **VTI Security**

DATE: 11/7/2022

SIGNATURE: Kris Chilton

PRINT: Kris Chilton

SALES REP: Kris Chilton

PHONE: (720)951-5394

EMAIL: kchilton@paladintechologies.com

General Terms & Conditions

Section 1 – The Work

- A) This Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached Proposal – Statement of Work (“Work”). This Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between VTI and Customer (the “Agreement”) and it may only be amended by a written document signed by both VTI and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force. VTI agrees in accordance with the mutually agreed project schedule:
- 1) To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
 - 2) To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
 - 3) Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
 - 4) Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.
- B) Customer agrees in accordance with the mutually agreed project schedule, and at no cost to VTI
- 1) To promptly approve submittals provided by VTI;
 - 2) To provide access to all areas of the facility which are necessary to complete the Work;
 - 3) To supply suitable electrical service as required by VTI; and
 - 4) That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when VTI is first notified of the emergency or failure and until such time that VTI notifies the Customer that the systems are operational or that the emergency has cleared.

Section 2 – Warranties and Exclusions

- A) For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”), VTI provides the following Warranty to the Customer:
- 1) That Work performed under this Agreement will be of good quality;
 - 2) That all equipment will be new unless otherwise required or permitted by this Agreement;
 - 3) That the Work will be free from defects not inherent in the quality required or permitted; and
 - 4) That the Work will conform to the requirements of this Agreement.
- B) SOFTWARE WARRANTY & LICENSE VTI is a reseller of software manufactured by others. Software performance is limited solely to the realized functionality of the version provided by the manufacturer at the time of installation and subject to any limitations, terms, and conditions of the manufacturer’s software license. Where the original manufacturer does not offer a software warranty to the end user, VTI passes through to CLIENT any rights and/or warranties given to VTI by software manufacturer, and shall assist CLIENT in any exercise of such rights and/or warranties.
- C) The Customer’s sole remedy for any breach of this warranty is that VTI shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided VTI is notified in writing of any defect within the Warranty Period.
- D) Any equipment or products installed by VTI in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which VTI hereby assigns to Customer without recourse to VTI. Upon request of Customer, VTI will use all reasonable efforts to assist Customer in enforcing any such third party warranties.
- E) After the Warranty expires, labor will be billable at VTI’S standard Service rates published under this Agreement unless otherwise outlined in any Exhibit A, Exhibit B, or future SOW. Equipment protection from that point forward will be subject to the manufacturer’s warranty statements.
- F) Warranty Service coverage times are 8:00 AM – 5:00 PM Monday – Friday, excluding the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day and Jim Bryan Day (*floating holiday*). After-hours emergency service support is available Monday – Friday 5:00 PM – 8:00 AM and is billable according to VTI’s Standard Retail Rates.
- G) IF CLIENT FAILS TO MAKE PAYMENTS ACCORDING TO THE PROVISIONS HEREIN, THE WARRANTY MAY BE VOIDED BY VTI.
- H) NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

I) EXCLUSIONS TO WARRANTY

- 1) DAMAGE TO THE EQUIPMENT RESULTING FROM: ABUSE, ACCIDENT, ACT OF NATURE (INCLUDING LIGHTNING STRIKES), IMPROPER OPERATION, LACK OF REASONABLE CARE, POWER SURGE/LOSS, MISUSE, NEGLIGENCE, UNAUTHORIZED MODIFICATION, OR USE IN A MANNER FOR WHICH THE EQUIPMENT WAS NOT INTENDED.
- 2) LOANER EQUIPMENT IS SUBJECT TO AVAILABILITY AND UPON THE CLIENT'S AUTHORIZATION, VTI MAY PROVIDE RENTAL EQUIPMENT FOR DEVICE(S) THAT CANNOT BE REPAIRED ON SITE. STANDARD RENTAL RATES WILL BE APPLIED.
- 3) CONSUMABLE ITEMS INCLUDING BUT NOT LIMITED TO ACCESS CARDS, VCR TAPES AND PRINT HEADS FOR PRINTERS.
- 4) SERVICE ON MATERIALS, DEVICES, OR SOFTWARE NOT SOLD AND/OR INSTALLED BY VTI.
- 5) DIAGNOSTIC TIME SPENT BY VTI TO DETERMINE A PRODUCT PROVIDED BY OTHERS TO BE INCOMPATIBLE WITH THE REST OF THE CLIENT'S SECURITY SYSTEM.
- 6) SERVICE TO REPAIR, OR ASSISTANCE IN DIAGNOSING PROBLEMS ASSOCIATED WITH CLIENT'S TELEPHONE SERVICE OR A CLIENT PROVIDED COMPUTER NETWORK (LAN/WAN/WIRELESS).
- 7) THE CLIENT IS RESPONSIBLE FOR ALL FIREWALLS (HARDWARE & SOFTWARE) AND MAINTAINING ADEQUATE NETWORK SECURITY.
- 8) IT IS THE CLIENT'S RESPONSIBILITY TO PERFORM ROUTINE SYSTEM BACK-UPS AS RECOMMENDED BY THE MANUFACTURER AND/OR VTI. SERVICE WORK REQUESTED AND PERFORMED BY VTI BECAUSE OF THE CLIENT'S FAILURE TO DO SUCH BACK-UPS WILL BE BILLABLE. VTI RECOMMENDS THAT SYSTEM BACK-UPS ARE PERFORMED ON A REGULAR BASIS WITH A MINIMUM OF ONCE A WEEK.
- 9) AS SOLELY DECIDED BY VTI, ADDITIONAL TRAINING OR UNREASONABLE PHONE SUPPORT REQUIRED FOR SYSTEM OPERATION ARE NOT CONSIDERED TO BE COVERED BY WARRANTY AND ARE BILLABLE.

Section 3 – VTI's Representations

- A) All Services will be performed in a professional and workmanlike manner according to any applicable functional specifications and industry standards.
- B) VTI shall at all times comply with all applicable federal, state and local laws relating or pertaining to its obligations under this Agreement.
- C) VTI is and shall remain in material compliance with any and all laws and regulations promulgated or issued, and as amended from time to time, by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and any successor organization ("OFAC Regulations"). VTI, its owners, employees and its representatives shall not provide any Services to CLIENT in violation of such OFAC regulations. VTI represents and warrants that no owners of VTI (including legal entities) that hold, directly or indirectly, a 50% or greater interest in the VTI are blocked pursuant to any OFAC regulations and/or appear on (i) OFAC's list of blocked persons pursuant to Executive Order or OFAC regulations, as amended from time to time; or (ii) OFAC's list of Specially Designated Nationals ("SDNs"), as amended from time to time; or (iii) other lists of prohibited or blocked persons maintained by OFAC amended from time to time.

Section 4 – Insurance

- A) VTI has, and shall keep in force until all of its obligations under this Agreement have been discharged, at its own cost and expense, the following insurance policies:
 - 1) Commercial General Liability Insurance \$1,000,000 per occurrence / \$3,000,000 aggregate
 - 2) Excess/Umbrella Liability \$6,000,000 per occurrence / \$6,000,000 aggregate
 - 3) Workman's Compensation Statutory Minimum
 - 4) Employer's Liability Limit \$500,000
 - 5) Automobile Liability \$1,000,000
- B) Upon CLIENT's request, policies of insurance shall include CLIENT as an additional insured. If requested, VTI shall obtain the appropriate endorsement to its Commercial General Liability policy and shall provide to CLIENT certificates of such insurance within a reasonable period of time after execution of this Agreement. VTI's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Section 5 – Client Responsibilities

- A) CLIENT is solely responsible for all system database information including but not limited to photo images, cardholder information, transaction history, and/or activity logs. VTI assumes no responsibility or obligations relating to any system database information that is added, changed, damaged, lost, or removed during the period of this Agreement.
- B) CLIENT must provide a suitable installation environment within all work sites as prescribed by VTI and/or the equipment manufacturer, including but not limited to regulated electrical power, air conditioning, humidity control, site conditions which do not represent a hazard to the safety or health of any VTI employee, or any other special requirements as noted by VTI. Failure to provide a suitable environment may result in refusal of providing Services and/or termination of this Agreement. CLIENT will be responsible for all labor charges incurred due to CLIENT caused delays that impede VTI's or its agent's ability to perform contracted tasks. CLIENT will be charged for labor according to schedule listed in the Agreement or its Exhibits.

- C) CLIENT must provide all relevant information to VTI to complete the Work. This Proposal – SOW is based on such information. Incomplete information may lead to additional costs associated to complete the Work.

Section 6 – Non-Solicitation of Employees

Neither Party shall during the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement, solicit for employment or employ whether as an employee or independent contractor, any person who is or has been employed by the other Party during the term of this Agreement without the prior written consent of the other Party.

Section 7 – Subcontractors

- A) VTI may subcontract any or all of the Services to be performed by it under this Agreement, but shall retain responsibility for the Services subcontracted.
- B) All subcontracts shall conform to the requirements of this Agreement and any agreement between VTI and its subcontractor(s) shall substantially contain all the applicable requirements of this Agreement.

Section 8 – Change Orders

Should either CLIENT or VTI desire to change the terms of an SOW, the following will occur: (a) the initiating Party will document the request in writing; (b) authorized representatives of both Parties will negotiate the impact of the requested change(s); (c) if CLIENT and VTI agree to the change, the terms of the change will be documented in a Change Order; and (d) the change(s) will take effect upon signature by CLIENT and VTI or as expressed in the Change Order.

Section 9 – Confidential Information

- A) “Confidential Information” shall mean any non-public, confidential or proprietary information disclosed or made available, directly or indirectly, during the course of this Agreement, including all technical and business information relating to the Parties, whether in written, oral, graphic or electronic format, provided or made available by one Party to the other Party. It includes, but is not limited to, notes, data, analyses, compilations, projections, studies, financial plans and records, marketing plans, business plans, business strategies and relationships with third parties, client lists, competitor lists, member information, credit card information, personally identifiable information, present and proposed products, trade secrets, pricing information, computer software programs and description of functions and features of software, source code, computer hardware designs, information regarding customers and suppliers, strategic planning and systems. It does not include information already available in the public domain, known by the recipient at the time of disclosure, rightfully obtained by the recipient from a third party not bound by any obligation to keep such information confidential, independently created by recipient without access to the confidential information, or as otherwise agreed by the Parties.
- B) Either Party may receive and otherwise be exposed to proprietary and Confidential Information of the other Party. Each Party acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and valuable property of the Party disclosing said Confidential Information. Accordingly, both Parties agree not to reproduce any of the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason including expiration of its term, both Parties agree to cease using and to return all whole and partial copies and derivatives of the Confidential Information of the other Party to the other Party, including any Confidential Information that is in the receiving Party’s possession, custody or control, retaining one copy of such Confidential Information for archive purposes.
- C) If a Party is requested or required (by oral questions, written interrogatories, requests for information or documents, subpoena, civil investigatory demand or similar process) to disclose any of the Confidential Information of the other Party, it shall provide the other Party with immediate notice of such request or requirement so that it may seek an appropriate protective order or selectively waive compliance with the provisions of this Agreement.
- D) The provisions of this Section 9 shall survive the termination of this Agreement.

Section 10 – Compensation

- A) As compensation in full for the successful performance of all Work and Services to be performed by VTI under this Agreement, CLIENT shall pay the fee in U.S. Dollars as set forth in the SOW executed between the Parties (“Fee”). Payment shall be made to VTI within thirty (30) days of CLIENT’s receipt of invoice, or upon receipt of invoice if designated on the invoice.
- B) A service charge of 1.5% per month will be made on all past due accounts. Notwithstanding the service charge, failure to pay invoices in accordance with such terms shall be considered breach of the Agreement and could result in a discontinuance of VTI’S performance of Services without prior notice.
- C) Upon immediate notice and at VTI’s sole discretion, VTI may void any VTI-supplied Warranty of Services and Products for non-payment of monies owed on such Services and Products.
- D) CLIENT will communicate any special invoice needs prior to receipt of any invoice from VTI. VTI reserves the right to conduct progress invoicing no less than once monthly with invoice delivery available via regular mail or e-mail (PDF).
- E) Deposits to VTI may be required prior to the beginning of Work Product, depending on any of the following:
- 1) CLIENT’S credit history, or

- 2) Any upfront costs incurred by VTI, or
 - 3) The Fee is \$30,000 or greater, or
 - 4) The Work Product is estimated to take three (3) months or longer to complete.
- F) Any payments by credit card must be communicated to VTI prior to any invoice being presented for payment. Such an invoice may include a processing fee for that transaction.
- G) CLIENT may make payment on any invoice via EFT to VTI by contacting Accounts Receivable at ar@vtisecurity.com.

Section 11 – Indemnification

VTI and CLIENT hereby agree to indemnify and hold harmless the other, their officers, directors, employees, affiliates and any employee or agent thereof (each of the foregoing being referred to individually as the “Indemnified Party”) against all costs, expenses, and liability to any Parties including reasonable attorneys’ fees, except to the extent such liability is the fault of the Indemnified Party, arising from or in connection with (i) the negligent acts, omissions, or willful misconduct of the other Party, its officers, directors, employees, affiliates and any employee or agent thereof, (ii) the breach of any of the provisions under this Agreement, (iii) the violations of any federal and/or state law, statute or regulation in the course of performance of this Agreement, (iv) the unauthorized disclosure or violation of any Confidential Information, third party’s trade secrets, proprietary information, trademark, copyright or patents rights, (v) any death, bodily injury or property damage caused or incurred by an employee, officer or agent of the other Party in the course of performing any services under the Agreement while upon the premises of the other Party or any of its affiliates. Each Party shall promptly notify the other of any such third party action. VTI and CLIENT may, at their option, conduct the defense in any such third party action arising as described herein and the Indemnified Party promises to fully cooperate with such defense. Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim.

Section 12 – LIMITATION OF LIABILITY

- A) IN NO EVENT WILL VTI’S LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES, PRODUCTS AND OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
- B) VTI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES, PRODUCTS AND OTHER MATERIALS UNDER THIS AGREEMENT, OTHER THAN ANY SUCH LOSS OR DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VTI.
- C) IN NO EVENT WILL VTI’S LIABILITY OF ANY KIND EXCEED THE AMOUNT REMITTED TO VTI UNDER THIS AGREEMENT AS OF THE DATE SUCH LIABILITY ACCRUES.

Section 13 – Entire Agreement

This Agreement is the sole and entire Agreement between the Parties relating to the subject matters, and supersedes all prior understandings, agreements, and documentation relating to the subject matter.

Section 14 – Governing Law and Forum

- A) The laws of the State of Minnesota (without giving effect to its conflicts of law principles) govern all matters arising under or relating to this Agreement.
- B) The Parties hereby submit to the exclusive jurisdiction of the federal and state courts situated within the State of Minnesota and the applicable service of process.

Section 15 – Force Majeure

If VTI is prevented in the performance of its obligations pursuant to this Agreement by reason of any circumstance beyond its reasonable control, including fire, flood, earthquake, extraordinary weather conditions not reasonably foreseeable by VTI, acts of war, acts of terrorism, riots, civil disorders, rebellions or revolutions (“Force Majeure”), then VTI will be excused from any further performance of the obligations so affected for as long as such circumstances prevail, and as long as VTI continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. VTI will advise the other Party in reasonable detail of the event (including the estimated duration of the event) as promptly as practicable, and keep CLIENT reasonably apprised of the progress in resolving the Force Majeure event.

Section 16 – Assignment

No Party may assign any of its rights under this Agreement, except with the prior written notice to the other Party.

Section 17 – Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each Party remain valid, legal, and enforceable.

Section 18 – Waiver

No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 19 – Dispute Resolution



- A) In the event a dispute between CLIENT and VTI arises out of or is related to this Agreement, the Parties to the dispute will meet and negotiate in good faith to attempt to resolve the dispute.
- B) In the event the dispute is not resolved within thirty (30) days of the date one Party sent written notice of the dispute to the other Party and if any Party wishes to pursue the dispute, either Party may seek legal or equitable relief. Any claim, dispute or controversy between the Parties arising out of or relating to this Agreement shall be commenced and maintained exclusively in Minnesota Federal or State court or such other venue as the Parties mutually agree to in writing at a later date. The Parties each waive any challenge to personal jurisdiction or venue that they otherwise may have had. The Parties irrevocably waive their right to a jury trial in any action commenced hereunder and agree to submit the dispute to a bench trial before the presiding judge. Each Party acknowledges and agrees that this waiver is given freely, knowingly, and after due opportunity for consultation with counsel regarding the same, and that this waiver constitutes a part of the consideration under the Agreement.
- C) The Parties agree that any action in relation to an alleged breach of this Agreement will be commenced within one (1) year of the date of the breach or the date the breach reasonably should have been discovered, whichever is later. Any action not brought within that one year time period will be barred, without regard to any other limitations period set forth by law or statute.

Authorization:

The following signatures reflect acceptance and authorization of this Proposal – Statement of Work and are bound by the Terms & Conditions of this Agreement.

CLIENT SERVICES



PREVENTATIVE MAINTENANCE

Your investment requires a Trusted Business Partner capable of maintaining and extending the life of your system, giving you the greatest ROI, and one with the resources capable of being proactive, responsive and prepared. Our Preventative Maintenance and Lifecycle Management services include a variety of options to meet your business needs.

SERVICE PROTECTION PLANS

Our Service Protection Plans (SPP) are designed to provide predictable costs, provide true system life cycle management, and help protect your critical investments. Our Managed Services capabilities alleviate the hassle of managing software support renewals, preventative maintenance, patching, upgrades, updates, and unexpected repair costs.

ADDITIONAL/ MANAGED SERVICES

- Remote systems diagnostics
- System health monitoring
- Software upgrade and support
- Alarm monitoring
- Quarterly/annual preventative maintenance
- UL2050-UL681 monitoring and certification
- Manufacture software support renewals
- Hosted solution services/cloud services
- System programming and maintenance
- Proactive equipment upgrade programs
- Small system/addition installations
- Moves/adds/changes
- Consumable solution requests/box sale items
- System integrity reviews/audits

In business, words are words, explanations are explanations, promises are promises, but only performance is reality.

—Harold S. Gencen

STANDARD SERVICE SLA

On-site/remote response time within 5 business days; confirm request within 2 hours of receipt; ETA within 8 hours

PRIORITY SERVICE SLA

(Silver, Gold & Platinum)
On-site/remote response time within 2 business days; confirm request within 2 hours; ETA within 4 hours

EMERGENCY SERVICE SLA

(Silver+, All Gold & Platinum)
Same day, on-site, and remote response; confirmation and ETA within 1 hour

SERVICE PROTECTION PLAN LEVELS

Coverage Options	24/7/365	M-F, 24/7	M-F, 8-5p	Labor Only	Labor + Equipment	Preventive Maintenance	Trip Charge	T&M Billing	Scheduled Billing	Standard Response	Priority Response	Emergency Response	Afterhours Response	4 Hour Emergency Response
Platinum	✓				✓	✓			✓	✓	✓	✓	✓	✓
Gold +		✓			✓	✓			✓	✓	✓	✓	✓	
Gold			✓		✓	✓			✓	✓	✓	✓		
Silver +			✓	✓		✓			✓	✓	✓	✓		
Silver			✓	✓					✓	✓	✓	✓		
Bronze			✓				✓	✓	✓	✓	✓	✓		

CLOUD ACCESSIBILITY

Through the VTI Cloud solution, you are able to create, view, and manage service requests in real-time providing you with a 365 day dashboard, compliance reporting capabilities, and the ability to manage your request processes defined by your business.

NATIONAL DISPATCH

866.863.0828
service@VTISecurity.com
(Monday - Friday, 8am to 5 pm local)

EMERGENCY AFTER HOURS DISPATCH

866.863.0828

VTI Security



Town of Bennett - Town Hall - Surveillance Upgrade

Proposal # 188610

Prepared for:

Name: Adam Meis

Company: Town of Bennett

Address: 365 Palmer Avenue, Bennett, CO 80102.
Bennett, CO 80102-8425

Proposal Issued: November 07, 2022

Proposal Valid to: January 06, 2023

Proposal Issued by: Kris Chilton

Statement of Confidentiality

This Proposal is confidential and contains proprietary information and intellectual property of VTI Security. Neither this Proposal nor any of the information contained herein may be reproduced or disclosed without the express written permission of VTI Security.

Statement of Work

VideoTronix, Incorporated dba VTI Security is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.

Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

VTI to provide the following:

- VSS - Head End
 - Installation of (1) Avigilon AI NVR in IT Closet rack
- VSS - Client PC
 - Installation of (1) Avigilon Remote Monitoring Station
 - Installation of (2) HD Monitors
 - Provide (1) Wireless Keyboard/Mouse Kit
- VSS - Licensing
 - Provide (10) Avigilon ACC7 Licenses
 - Provide (10) Avigilon Smart Plan Licenses, 1-year
- VSS - Cameras - Interior
 - Installation of (5) Avigilon 2MP Dome Cameras
 - Installation of (1) Avigilon Fisheye Dome
- VSS - Cameras - Exterior
 - Installation of (1) Avigilon 15MP Multi-Sensor
 - Installation of (1) Avigilon 24MP Multi-Sensor
 - Installation of (1) Avigilon 20MP Multi-Sensor
 - Installation of (1) Avigilon IR Illumination Rings
- VSS - Network
 - Installation of (1) 16-port PoE+ Switch
 - Installation of (3) Avigilon PoE Injectors
- Cable installation
- Lift
- Up to (2) hours of on-site training

Provided by Others:

- Rack Space
- IP Scheme



PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	VSS - HEAD END			
AINVR-VAL-12TB-NA	AI NVR, Value, 12TB	1.00	\$5,895.00	\$5,895.00
	VSS - CLIENT PC			
RM6-WKS-2MN-NA	Remote Monitoring Workstation, 2 Monitors	1.00	\$1,815.00	\$1,815.00
P2419H	LED Monitor, 24", with ComfortView DisplayPort, VGA, HDMI and USB	2.00	\$285.00	\$570.00
KM5221W	Keyboard and Mouse, Dell Pro Wireless	1.00	\$55.00	\$55.00
	VSS - LICENSING			
ACC7-ENT	Camera License, ACC 7 Enterprise Edition	10.00	\$248.00	\$2,480.00
ACC-ENT-SMART-1YR	Enterprise Smart Plan, 1 Year	10.00	\$25.00	\$250.00
	VSS - CAMERAS - INTERIOR			
2.0C-H5SL-D1-IR	Camera, Indoor/Outdoor Dome, 2.0MP WDR, LightCatcher, Day/Night, 3-9mm	5.00	\$415.00	\$2,075.00
8.0C-H5A-FE-DO1	Camera, Fisheye Dome, Light Catcher, Day/Night, 1.41mm	1.00	\$675.00	\$675.00
	VSS - CAMERAS - EXTERIOR			
15C-H4A-3MH-270	Camera, 3x 5MP, WDR, LightCatcher, 2.8mm	1.00	\$1,665.00	\$1,665.00
24C-H4A-3MH-270	Camera, 3x 8MP, WDR, LightCatcher, 4mm	1.00	\$1,945.00	\$1,945.00
20C-H4A-4MH-360	Camera, 4x 5MP, WDR, LightCatcher, 2.8mm	1.00	\$1,945.00	\$1,945.00
5.0C-H5A-BO2-IR	Camera, 5.0 MP WDR, LightCatcher, Integrated IR, Next-Generation Analytics	1.00	\$1,155.00	\$1,155.00
H4AMH-AD-IRIL1	IR Illumination Ring	3.00	\$305.00	\$915.00
	VSS - CAMERA MOUNTS			
IRPTZ-MNT-WALL1	Mount, Pendant Wall, IR PTZ	3.00	\$90.00	\$270.00
H4-MT-CRNR1	Corner Mount Adapter	3.00	\$85.00	\$255.00
H4AMH-DO-COVR1	Dome Bubble and Cover	3.00	\$150.00	\$450.00
H4AMH-AD-PEND1	Outdoor Pendant Mount Adapter	3.00	\$150.00	\$450.00
H4-BO-JBOX1	Junction Box for H4A Outdoor Bullet Camera	1.00	\$86.00	\$86.00
	VSS - NETWORK			



TPE-TG160G	Switch, 16 Port, PoE+	1.00	\$415.00	\$415.00
POE-INJ2-60W-NA	Single Port Gigabit PoE++ 60W, North American Power Cord Included	3.00	\$145.00	\$435.00
	VSS - CABLE			
CAT6-500	Cable, 23/4p, Plenum, Cat6, 500'	2.00	\$195.00	\$390.00
	SUBCONTRACTORS			
SUBCONTRACTOR	Cable Installation	1.00	\$3,100.00	\$3,100.00
SUBCONTRACTOR	Lift	1.00	\$1,025.00	\$1,025.00
	LABOR			
INSTALL	Installation Labor	72.00	\$110.00	\$7,920.00
INSTALL	Training	2.00	\$110.00	\$220.00
ENGINEER	Engineering Labor	8.00	\$140.00	\$1,120.00
PROJ MGMT	Project Management Labor	12.00	\$125.00	\$1,500.00
FREIGHT	Freight Charges	1.00	\$180.00	\$180.00
MISC-EQUIPMENT	Misc Equipment	1.00	\$80.00	\$80.00
1-YEAR-VTI-WARRANTY	1 Year VTI Warranty	1.00	\$0.00	\$0.00

SUBTOTAL: \$39,336.00

ESTIMATED SALES TAX*: \$0.00

TOTAL: \$39,336.00

**Sales Tax amount is an estimate and is subject to change based on local, city, state, or federal laws.*

Project Clarifications

Included:

Server/Workstation Hardware	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Network Hardware	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Electrified Locking Hardware	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Cable and Installation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Permits Required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
After-Hours Inspection Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Electrical Subcontract	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Intrusion Monitoring Required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Man Lift Required	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Prevailing Wage/Davis Bacon	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Bid/Payment/Performance Bond	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

- All work proposed herein, shall be performed during normal business hours Monday - Friday 8:00 am - 5:00 pm.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials is excluded unless specifically listed under inclusions or project detail.
- Customer is to provide static IP addresses and network connections at security panel locations.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to VTI Security for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- VTI Security is not responsible for fire alarm connections. If a fire alarm connection is required by code or local authority for locking hardware to release on a fire alarm, that fire alarm connection and the cost associated with it are the responsibility of the owner. The fire alarm connection must be located in the same room as the lock power supply. All work associated with the fire alarm system must be performed by a certified fire alarm contractor.
- VTI Security recommends using new equipment for each project. In some instances the customer may request the use of existing equipment and/or cabling. VTI Security is not responsible for the operability of existing equipment or cabling. Existing equipment and/or cabling will be evaluated during installation and assessed for correct operability, compatibility and functionality. It will be the sole discretion of VTI Security to determine if the existing equipment and/or cabling have the correct operability, compatibility and functionality. If the existing equipment and/or cabling does not meet manufacturer and code requirements, pricing for appropriate equipment and/or cabling will be provided by VTI Security to the Owner. VTI Security is not responsible for the costs of replacing existing equipment and/or cabling that does not meet the required operability, compatibility and/or functionality for use with the new system.

Project Management Services

The project manager will serve as the primary point of contact for VTI and the customer throughout the project. Their services include the responsibility for coordinating/scheduling all labor supplied by VTI with other labor/trades; coordinate the procurement and delivery of any/all equipment, software or licensing provided by VTI; delivery of any engineering or training services/documentation; quality control of workmanship; commissioning, punch list, close out and project sign off according to the written scope of work agreed to by all parties. The project manager may be involved in regular or periodic meetings but their role and frequency must be incorporated as part of this scope of work. Additional assistance or services may be provided for with a properly authorized change order.

Engineering Services

VTI Security has provided the following Engineering Services as part of your proposal. To provide these services, AutoCAD files of your floorplans will be required.

Standard Engineering Package

The VTI Standard Engineering Package is included as a base minimum to ensure Scope compliance, general floor plan layout of equipment, riser one-line, and programming schedule. This package provides both you and VTI with a basic summary of system layout.



Summary of Costs

Equipment:	\$24,271.00
Labor:	\$10,760.00
Subcontractor:	\$4,125.00
Freight:	\$180.00
Service contracts:	\$0.00
Subtotal:	\$39,336.00
Estimated Sales Tax*:	\$0.00
Total:	\$39,336.00

**Sales Tax amount is an estimate and is subject to change based on local, city, state, or federal laws.*

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the following Terms & Conditions of this Agreement or as otherwise negotiated through a Master Services Agreement executed by both Parties.

CLIENT: **Town of Bennett**

DATE: _____

SIGNATURE: _____

PRINT: _____

PO: _____

COMPANY: **VTI Security**

DATE: 11/7/2022

SIGNATURE: Kris Chilton

PRINT: Kris Chilton

SALES REP: Kris Chilton

PHONE: (720)951-5394

EMAIL: kchilton@paladintechologies.com

General Terms & Conditions

Section 1 – The Work

- A) This Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached Proposal – Statement of Work (“Work”). This Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between VTI and Customer (the “Agreement”) and it may only be amended by a written document signed by both VTI and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force. VTI agrees in accordance with the mutually agreed project schedule:
- 1) To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
 - 2) To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
 - 3) Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
 - 4) Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.
- B) Customer agrees in accordance with the mutually agreed project schedule, and at no cost to VTI
- 1) To promptly approve submittals provided by VTI;
 - 2) To provide access to all areas of the facility which are necessary to complete the Work;
 - 3) To supply suitable electrical service as required by VTI; and
 - 4) That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when VTI is first notified of the emergency or failure and until such time that VTI notifies the Customer that the systems are operational or that the emergency has cleared.

Section 2 – Warranties and Exclusions

- A) For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, (“Warranty Period”), VTI provides the following Warranty to the Customer:
- 1) That Work performed under this Agreement will be of good quality;
 - 2) That all equipment will be new unless otherwise required or permitted by this Agreement;
 - 3) That the Work will be free from defects not inherent in the quality required or permitted; and
 - 4) That the Work will conform to the requirements of this Agreement.
- B) SOFTWARE WARRANTY & LICENSE VTI is a reseller of software manufactured by others. Software performance is limited solely to the realized functionality of the version provided by the manufacturer at the time of installation and subject to any limitations, terms, and conditions of the manufacturer’s software license. Where the original manufacturer does not offer a software warranty to the end user, VTI passes through to CLIENT any rights and/or warranties given to VTI by software manufacturer, and shall assist CLIENT in any exercise of such rights and/or warranties.
- C) The Customer’s sole remedy for any breach of this warranty is that VTI shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided VTI is notified in writing of any defect within the Warranty Period.
- D) Any equipment or products installed by VTI in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which VTI hereby assigns to Customer without recourse to VTI. Upon request of Customer, VTI will use all reasonable efforts to assist Customer in enforcing any such third party warranties.
- E) After the Warranty expires, labor will be billable at VTI’S standard Service rates published under this Agreement unless otherwise outlined in any Exhibit A, Exhibit B, or future SOW. Equipment protection from that point forward will be subject to the manufacturer’s warranty statements.
- F) Warranty Service coverage times are 8:00 AM – 5:00 PM Monday – Friday, excluding the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day and Jim Bryan Day (*floating holiday*). After-hours emergency service support is available Monday – Friday 5:00 PM – 8:00 AM and is billable according to VTI’s Standard Retail Rates.
- G) IF CLIENT FAILS TO MAKE PAYMENTS ACCORDING TO THE PROVISIONS HEREIN, THE WARRANTY MAY BE VOIDED BY VTI.
- H) NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

I) **EXCLUSIONS TO WARRANTY**

- 1) DAMAGE TO THE EQUIPMENT RESULTING FROM: ABUSE, ACCIDENT, ACT OF NATURE (INCLUDING LIGHTNING STRIKES), IMPROPER OPERATION, LACK OF REASONABLE CARE, POWER SURGE/LOSS, MISUSE, NEGLIGENCE, UNAUTHORIZED MODIFICATION, OR USE IN A MANNER FOR WHICH THE EQUIPMENT WAS NOT INTENDED.
- 2) LOANER EQUIPMENT IS SUBJECT TO AVAILABILITY AND UPON THE CLIENT'S AUTHORIZATION, VTI MAY PROVIDE RENTAL EQUIPMENT FOR DEVICE(S) THAT CANNOT BE REPAIRED ON SITE. STANDARD RENTAL RATES WILL BE APPLIED.
- 3) CONSUMABLE ITEMS INCLUDING BUT NOT LIMITED TO ACCESS CARDS, VCR TAPES AND PRINT HEADS FOR PRINTERS.
- 4) SERVICE ON MATERIALS, DEVICES, OR SOFTWARE NOT SOLD AND/OR INSTALLED BY VTI.
- 5) DIAGNOSTIC TIME SPENT BY VTI TO DETERMINE A PRODUCT PROVIDED BY OTHERS TO BE INCOMPATIBLE WITH THE REST OF THE CLIENT'S SECURITY SYSTEM.
- 6) SERVICE TO REPAIR, OR ASSISTANCE IN DIAGNOSING PROBLEMS ASSOCIATED WITH CLIENT'S TELEPHONE SERVICE OR A CLIENT PROVIDED COMPUTER NETWORK (LAN/WAN/WIRELESS).
- 7) THE CLIENT IS RESPONSIBLE FOR ALL FIREWALLS (HARDWARE & SOFTWARE) AND MAINTAINING ADEQUATE NETWORK SECURITY.
- 8) IT IS THE CLIENT'S RESPONSIBILITY TO PERFORM ROUTINE SYSTEM BACK-UPS AS RECOMMENDED BY THE MANUFACTURER AND/OR VTI. SERVICE WORK REQUESTED AND PERFORMED BY VTI BECAUSE OF THE CLIENT'S FAILURE TO DO SUCH BACK-UPS WILL BE BILLABLE. VTI RECOMMENDS THAT SYSTEM BACK-UPS ARE PERFORMED ON A REGULAR BASIS WITH A MINIMUM OF ONCE A WEEK.
- 9) AS SOLELY DECIDED BY VTI, ADDITIONAL TRAINING OR UNREASONABLE PHONE SUPPORT REQUIRED FOR SYSTEM OPERATION ARE NOT CONSIDERED TO BE COVERED BY WARRANTY AND ARE BILLABLE.

Section 3 – VTI's Representations

- A) All Services will be performed in a professional and workmanlike manner according to any applicable functional specifications and industry standards.
- B) VTI shall at all times comply with all applicable federal, state and local laws relating or pertaining to its obligations under this Agreement.
- C) VTI is and shall remain in material compliance with any and all laws and regulations promulgated or issued, and as amended from time to time, by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and any successor organization ("OFAC Regulations"). VTI, its owners, employees and its representatives shall not provide any Services to CLIENT in violation of such OFAC regulations. VTI represents and warrants that no owners of VTI (including legal entities) that hold, directly or indirectly, a 50% or greater interest in the VTI are blocked pursuant to any OFAC regulations and/or appear on (i) OFAC's list of blocked persons pursuant to Executive Order or OFAC regulations, as amended from time to time; or (ii) OFAC's list of Specially Designated Nationals ("SDNs"), as amended from time to time; or (iii) other lists of prohibited or blocked persons maintained by OFAC amended from time to time.

Section 4 – Insurance

- A) VTI has, and shall keep in force until all of its obligations under this Agreement have been discharged, at its own cost and expense, the following insurance policies:
 - 1) Commercial General Liability Insurance \$1,000,000 per occurrence / \$3,000,000 aggregate
 - 2) Excess/Umbrella Liability \$6,000,000 per occurrence / \$6,000,000 aggregate
 - 3) Workman's Compensation Statutory Minimum
 - 4) Employer's Liability Limit \$500,000
 - 5) Automobile Liability \$1,000,000
- B) Upon CLIENT's request, policies of insurance shall include CLIENT as an additional insured. If requested, VTI shall obtain the appropriate endorsement to its Commercial General Liability policy and shall provide to CLIENT certificates of such insurance within a reasonable period of time after execution of this Agreement. VTI's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Section 5 – Client Responsibilities

- A) CLIENT is solely responsible for all system database information including but not limited to photo images, cardholder information, transaction history, and/or activity logs. VTI assumes no responsibility or obligations relating to any system database information that is added, changed, damaged, lost, or removed during the period of this Agreement.
- B) CLIENT must provide a suitable installation environment within all work sites as prescribed by VTI and/or the equipment manufacturer, including but not limited to regulated electrical power, air conditioning, humidity control, site conditions which do not represent a hazard to the safety or health of any VTI employee, or any other special requirements as noted by VTI. Failure to provide a suitable environment may result in refusal of providing Services and/or termination of this Agreement. CLIENT will be responsible for all labor charges incurred due to CLIENT caused delays that impede VTI's or its agent's ability to perform contracted tasks. CLIENT will be charged for labor according to schedule listed in the Agreement or its Exhibits.

- C) CLIENT must provide all relevant information to VTI to complete the Work. This Proposal – SOW is based on such information. Incomplete information may lead to additional costs associated to complete the Work.

Section 6 – Non-Solicitation of Employees

Neither Party shall during the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement, solicit for employment or employ whether as an employee or independent contractor, any person who is or has been employed by the other Party during the term of this Agreement without the prior written consent of the other Party.

Section 7 – Subcontractors

- A) VTI may subcontract any or all of the Services to be performed by it under this Agreement, but shall retain responsibility for the Services subcontracted.
- B) All subcontracts shall conform to the requirements of this Agreement and any agreement between VTI and its subcontractor(s) shall substantially contain all the applicable requirements of this Agreement.

Section 8 – Change Orders

Should either CLIENT or VTI desire to change the terms of an SOW, the following will occur: (a) the initiating Party will document the request in writing; (b) authorized representatives of both Parties will negotiate the impact of the requested change(s); (c) if CLIENT and VTI agree to the change, the terms of the change will be documented in a Change Order; and (d) the change(s) will take effect upon signature by CLIENT and VTI or as expressed in the Change Order.

Section 9 – Confidential Information

- A) “Confidential Information” shall mean any non-public, confidential or proprietary information disclosed or made available, directly or indirectly, during the course of this Agreement, including all technical and business information relating to the Parties, whether in written, oral, graphic or electronic format, provided or made available by one Party to the other Party. It includes, but is not limited to, notes, data, analyses, compilations, projections, studies, financial plans and records, marketing plans, business plans, business strategies and relationships with third parties, client lists, competitor lists, member information, credit card information, personally identifiable information, present and proposed products, trade secrets, pricing information, computer software programs and description of functions and features of software, source code, computer hardware designs, information regarding customers and suppliers, strategic planning and systems. It does not include information already available in the public domain, known by the recipient at the time of disclosure, rightfully obtained by the recipient from a third party not bound by any obligation to keep such information confidential, independently created by recipient without access to the confidential information, or as otherwise agreed by the Parties.
- B) Either Party may receive and otherwise be exposed to proprietary and Confidential Information of the other Party. Each Party acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and valuable property of the Party disclosing said Confidential Information. Accordingly, both Parties agree not to reproduce any of the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason including expiration of its term, both Parties agree to cease using and to return all whole and partial copies and derivatives of the Confidential Information of the other Party to the other Party, including any Confidential Information that is in the receiving Party’s possession, custody or control, retaining one copy of such Confidential Information for archive purposes.
- C) If a Party is requested or required (by oral questions, written interrogatories, requests for information or documents, subpoena, civil investigatory demand or similar process) to disclose any of the Confidential Information of the other Party, it shall provide the other Party with immediate notice of such request or requirement so that it may seek an appropriate protective order or selectively waive compliance with the provisions of this Agreement.
- D) The provisions of this Section 9 shall survive the termination of this Agreement.

Section 10 – Compensation

- A) As compensation in full for the successful performance of all Work and Services to be performed by VTI under this Agreement, CLIENT shall pay the fee in U.S. Dollars as set forth in the SOW executed between the Parties (“Fee”). Payment shall be made to VTI within thirty (30) days of CLIENT’s receipt of invoice, or upon receipt of invoice if designated on the invoice.
- B) A service charge of 1.5% per month will be made on all past due accounts. Notwithstanding the service charge, failure to pay invoices in accordance with such terms shall be considered breach of the Agreement and could result in a discontinuance of VTI’s performance of Services without prior notice.
- C) Upon immediate notice and at VTI’s sole discretion, VTI may void any VTI-supplied Warranty of Services and Products for non-payment of monies owed on such Services and Products.
- D) CLIENT will communicate any special invoice needs prior to receipt of any invoice from VTI. VTI reserves the right to conduct progress invoicing no less than once monthly with invoice delivery available via regular mail or e-mail (PDF).
- E) Deposits to VTI may be required prior to the beginning of Work Product, depending on any of the following:
- 1) CLIENT’S credit history, or

- 2) Any upfront costs incurred by VTI, or
 - 3) The Fee is \$30,000 or greater, or
 - 4) The Work Product is estimated to take three (3) months or longer to complete.
- F) Any payments by credit card must be communicated to VTI prior to any invoice being presented for payment. Such an invoice may include a processing fee for that transaction.
- G) CLIENT may make payment on any invoice via EFT to VTI by contacting Accounts Receivable at ar@vtisecurity.com.

Section 11 – Indemnification

VTI and CLIENT hereby agree to indemnify and hold harmless the other, their officers, directors, employees, affiliates and any employee or agent thereof (each of the foregoing being referred to individually as the “Indemnified Party”) against all costs, expenses, and liability to any Parties including reasonable attorneys’ fees, except to the extent such liability is the fault of the Indemnified Party, arising from or in connection with (i) the negligent acts, omissions, or willful misconduct of the other Party, its officers, directors, employees, affiliates and any employee or agent thereof, (ii) the breach of any of the provisions under this Agreement, (iii) the violations of any federal and/or state law, statute or regulation in the course of performance of this Agreement, (iv) the unauthorized disclosure or violation of any Confidential Information, third party’s trade secrets, proprietary information, trademark, copyright or patents rights, (v) any death, bodily injury or property damage caused or incurred by an employee, officer or agent of the other Party in the course of performing any services under the Agreement while upon the premises of the other Party or any of its affiliates. Each Party shall promptly notify the other of any such third party action. VTI and CLIENT may, at their option, conduct the defense in any such third party action arising as described herein and the Indemnified Party promises to fully cooperate with such defense. Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim.

Section 12 – LIMITATION OF LIABILITY

- A) IN NO EVENT WILL VTI’S LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES, PRODUCTS AND OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
- B) VTI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES, PRODUCTS AND OTHER MATERIALS UNDER THIS AGREEMENT, OTHER THAN ANY SUCH LOSS OR DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VTI.
- C) IN NO EVENT WILL VTI’S LIABILITY OF ANY KIND EXCEED THE AMOUNT REMITTED TO VTI UNDER THIS AGREEMENT AS OF THE DATE SUCH LIABILITY ACCRUES.

Section 13 – Entire Agreement

This Agreement is the sole and entire Agreement between the Parties relating to the subject matters, and supersedes all prior understandings, agreements, and documentation relating to the subject matter.

Section 14 – Governing Law and Forum

- A) The laws of the State of Minnesota (without giving effect to its conflicts of law principles) govern all matters arising under or relating to this Agreement.
- B) The Parties hereby submit to the exclusive jurisdiction of the federal and state courts situated within the State of Minnesota and the applicable service of process.

Section 15 – Force Majeure

If VTI is prevented in the performance of its obligations pursuant to this Agreement by reason of any circumstance beyond its reasonable control, including fire, flood, earthquake, extraordinary weather conditions not reasonably foreseeable by VTI, acts of war, acts of terrorism, riots, civil disorders, rebellions or revolutions (“Force Majeure”), then VTI will be excused from any further performance of the obligations so affected for as long as such circumstances prevail, and as long as VTI continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. VTI will advise the other Party in reasonable detail of the event (including the estimated duration of the event) as promptly as practicable, and keep CLIENT reasonably apprised of the progress in resolving the Force Majeure event.

Section 16 – Assignment

No Party may assign any of its rights under this Agreement, except with the prior written notice to the other Party.

Section 17 – Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each Party remain valid, legal, and enforceable.

Section 18 – Waiver

No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 19 – Dispute Resolution

- A) In the event a dispute between CLIENT and VTI arises out of or is related to this Agreement, the Parties to the dispute will meet and negotiate in good faith to attempt to resolve the dispute.
- B) In the event the dispute is not resolved within thirty (30) days of the date one Party sent written notice of the dispute to the other Party and if any Party wishes to pursue the dispute, either Party may seek legal or equitable relief. Any claim, dispute or controversy between the Parties arising out of or relating to this Agreement shall be commenced and maintained exclusively in Minnesota Federal or State court or such other venue as the Parties mutually agree to in writing at a later date. The Parties each waive any challenge to personal jurisdiction or venue that they otherwise may have had. The Parties irrevocably waive their right to a jury trial in any action commenced hereunder and agree to submit the dispute to a bench trial before the presiding judge. Each Party acknowledges and agrees that this waiver is given freely, knowingly, and after due opportunity for consultation with counsel regarding the same, and that this waiver constitutes a part of the consideration under the Agreement.
- C) The Parties agree that any action in relation to an alleged breach of this Agreement will be commenced within one (1) year of the date of the breach or the date the breach reasonably should have been discovered, whichever is later. Any action not brought within that one year time period will be barred, without regard to any other limitations period set forth by law or statute.

Authorization:

The following signatures reflect acceptance and authorization of this Proposal – Statement of Work and are bound by the Terms & Conditions of this Agreement.

CLIENT SERVICES



PREVENTATIVE MAINTENANCE

Your investment requires a Trusted Business Partner capable of maintaining and extending the life of your system, giving you the greatest ROI, and one with the resources capable of being proactive, responsive and prepared. Our Preventative Maintenance and Lifecycle Management services include a variety of options to meet your business needs.

SERVICE PROTECTION PLANS

Our Service Protection Plans (SPP) are designed to provide predictable costs, provide true system life cycle management, and help protect your critical investments. Our Managed Services capabilities alleviate the hassle of managing software support renewals, preventative maintenance, patching, upgrades, updates, and unexpected repair costs.

ADDITIONAL/ MANAGED SERVICES

- Remote systems diagnostics
- System health monitoring
- Software upgrade and support
- Alarm monitoring
- Quarterly/annual preventative maintenance
- UL2050-UL681 monitoring and certification
- Manufacture software support renewals
- Hosted solution services/cloud services
- System programming and maintenance
- Proactive equipment upgrade programs
- Small system/addition installations
- Moves/adds/changes
- Consumable solution requests/box sale items
- System integrity reviews/audits

In business, words are words, explanations are explanations, promises are promises, but only performance is reality.

—Harold S. Gersen

STANDARD SERVICE SLA

On-site/remote response time within 5 business days; confirm request within 2 hours of receipt; ETA within 8 hours

PRIORITY SERVICE SLA

(Silver, Gold & Platinum)
On-site/remote response time within 2 business days; confirm request within 2 hours; ETA within 4 hours

EMERGENCY SERVICE SLA

(Silver+, All Gold & Platinum)
Same day, on-site, and remote response; confirmation and ETA within 1 hour

SERVICE PROTECTION PLAN LEVELS

Coverage Options	24/7/365	M-F, 24/7	M-F, 8-5p	Labor Only	Labor + Equipment	Preventive Maintenance	Trip Charge	T&M Billing	Scheduled Billing	Standard Response	Priority Response	Emergency Response	Afterhours Response	4 Hour Emergency Response
Platinum	✓				✓	✓			✓	✓	✓	✓	✓	✓
Gold +		✓			✓	✓			✓	✓	✓	✓	✓	
Gold			✓		✓	✓			✓	✓	✓	✓	✓	
Silver +			✓	✓		✓			✓	✓	✓	✓	✓	
Silver			✓	✓		✓			✓	✓	✓	✓	✓	
Bronze			✓				✓	✓	✓	✓	✓	✓	✓	

CLOUD ACCESSIBILITY

Through the VTI Cloud solution, you are able to create, view, and manage service requests in real-time providing you with a 365 day dashboard, compliance reporting capabilities, and the ability to manage your request processes defined by your business.

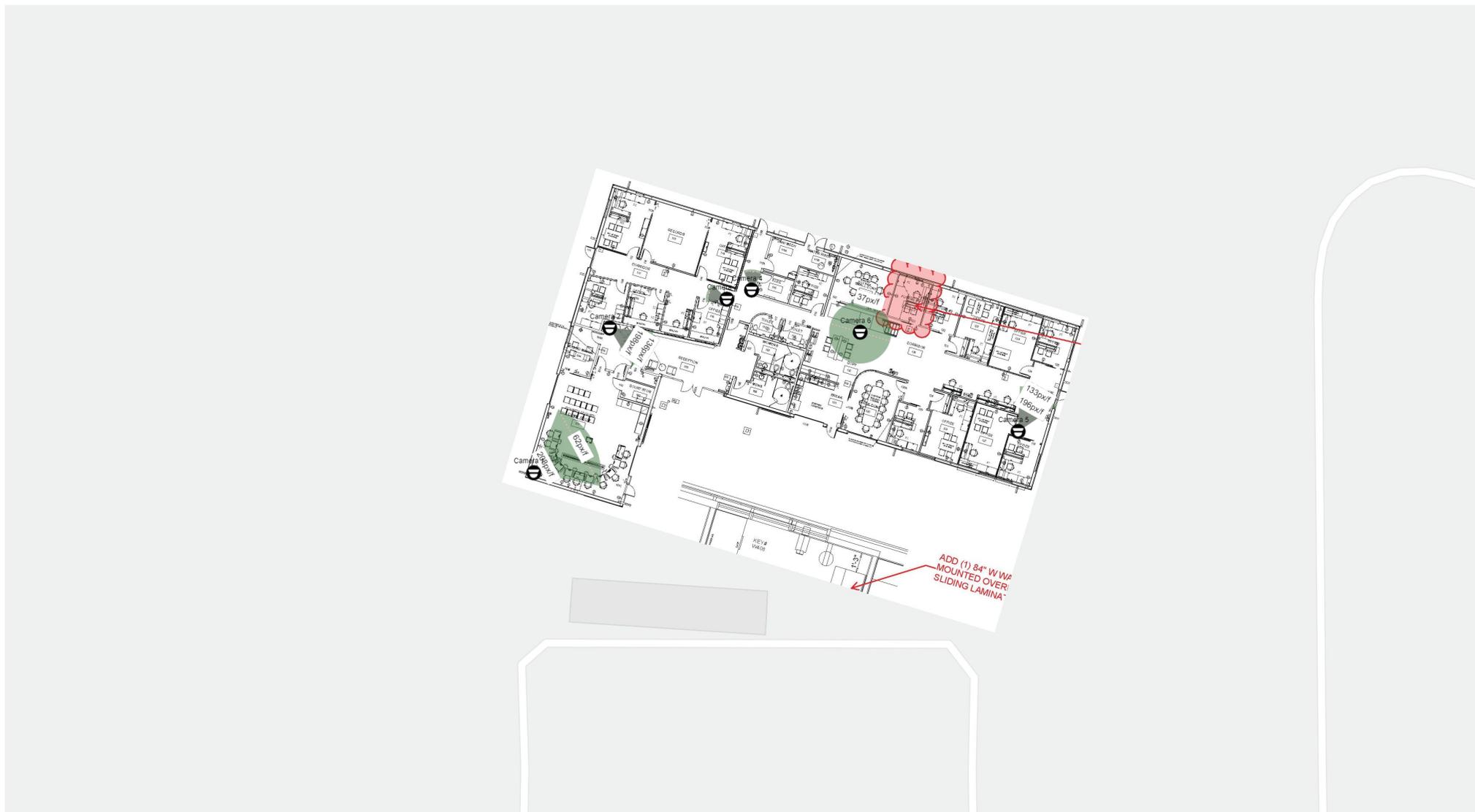
NATIONAL DISPATCH

866.863.0828
service@VTISecurity.com
(Monday - Friday, 8am to 5 pm local)

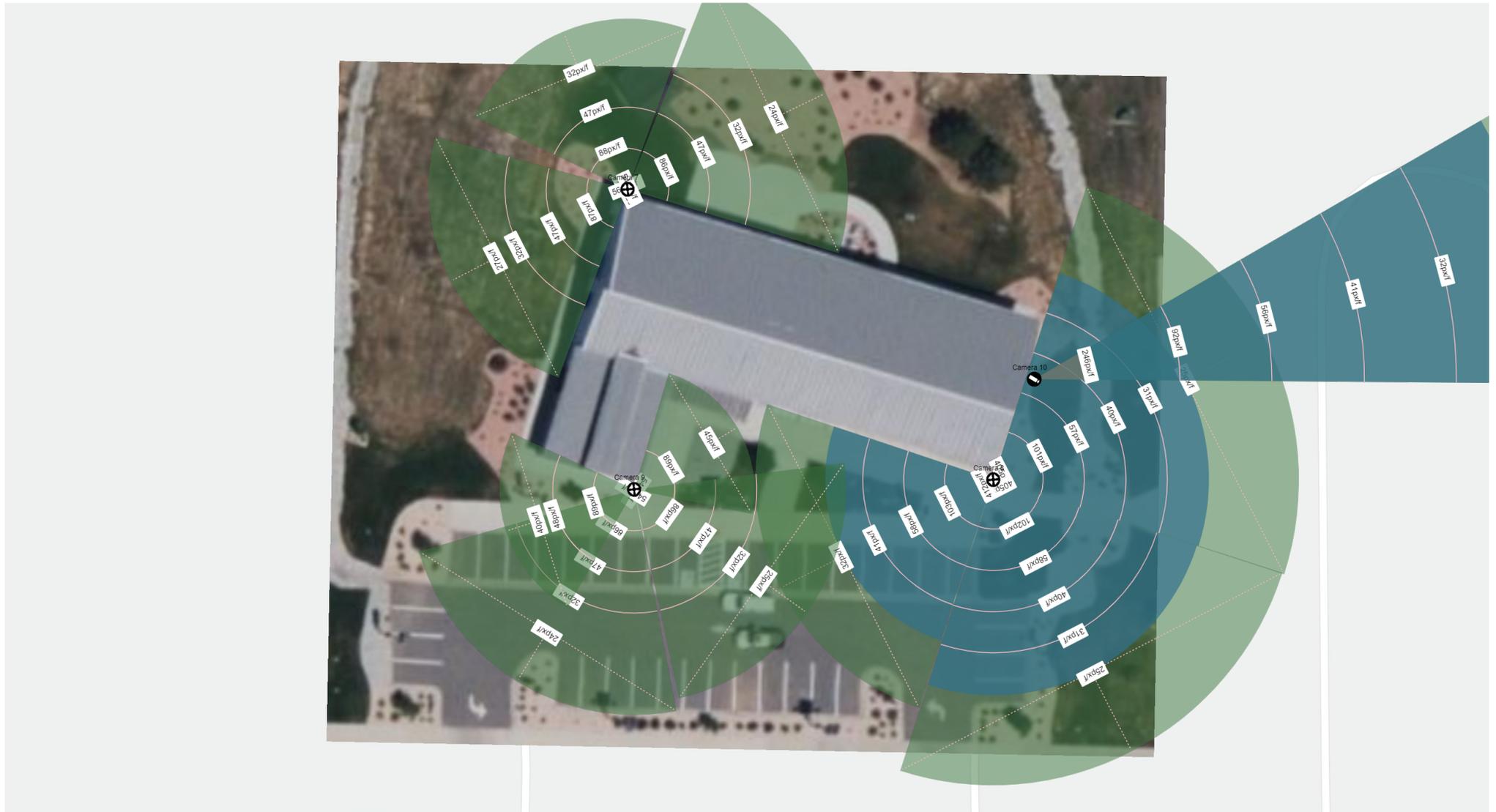
EMERGENCY AFTER HOURS DISPATCH

866.863.0828

Town Hall: Level 1



Town Hall: Aerial



Suggested Motion

I move to waive the requirement for a request for proposals and authorize a contract with Paladine Technologies – VTI Security for upgrades to Town Hall access control and surveillance.

**Public Hearing Script
Board of Trustees
Town of Bennett Budget 2023**

MAYOR: I will next call the matter of the Town of Bennett 2023 Budget Appropriation and 2021 Fiscal Year Budget Amendment. This is a public hearing on the 2023 Budget Appropriation and 2021 Fiscal Year Budget Amendment.

MAYOR: Ms. Hart, for the record, please state whether this hearing has been properly noticed.

[Town Clerk to summarize the notice required and accomplished for the hearing.]

MAYOR: Is there a staff presentation on this matter?

[Staff presentation/information]

MAYOR: This is a public hearing. Please keep public comment to the issues before the Town Board. Each speaker is asked to limit comment time to 3 minutes, unless the speaker represents a group of citizens, in which event additional time may be allocated. Please respect these limitations. I reserve the right to limit public comment that is inappropriate under these guidelines or otherwise improper. I also reserve the right to limit testimony or questioning that is repetitive, cumulative, argumentative, or not pertinent to the issues, and to set a limit on the duration of testimony if I determine it to be necessary in light of the number of persons who have signed up to testify.

MAYOR: Is there anyone here who wishes to speak on this issue?

[Public comment]

MAYOR: Is there anyone else in the public who wishes to speak on this issue? Hearing none, I now close the public comment portion of the public hearing. We will now proceed to Board discussion. Are there any questions from the Trustees, or any discussion of the Trustees?

[Town Board questions and discussion]

MAYOR: I will now close the public hearing and the Town Board will deliberate on the evidence presented. During deliberations, the Town Board may ask questions of Town staff, but no further public comment will be received.

MAYOR: We have four resolutions in front of us and I would entertain a motion on each. Let's take each item one at a time in the order they appear on the agenda.

May we have a Roll-Call vote?

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Danette Ruvalcaba, Town Treasurer and Director of Finance
DATE: December 13, 2022
SUBJECT: 2023 Budget Appropriations and Carry Forwards

Background

The Director of Finance has presented three drafts of the 2023 Budget to the Board of Trustees on:

- October 11, 2022
- November 14, 2022
- November 29, 2022

Additionally, the Director of Finance presented a draft 2023 Directory of Fees on:

- November 14, 2022
- November 29, 2022

Final Budget Summary

The final valuations from the counties were received and the Arapahoe County Valuations showed no change from the estimate provided. The Adams County Valuations changed only slightly; therefore, the Director of Finance made no changes from the third draft of the 2023 Budget presented on November 29, 2022. Additionally, the Directory of Fees presented on the same date remains unchanged and will become the final adopted version.

Carry Forward Summary

Below are the items that were not completed in 2022; therefore, Staff is requesting that the appropriation be carried forward into 2023.

- **General Fund-\$146,000**
 - Vehicle Wraps-\$25,000
 - Community Center Ceiling and Lighting-\$30,000
 - Old Town Hall Plumbing Repairs/NOMCOM Storage-\$35,000
 - Security Upgrades-\$56,000
- **Sales Tax Capital Improvement Fund-\$3,240,000**
 - Bridge 304-\$2,000,000
 - Marketplace Stop Light-\$740,000
 - Kiowa Bennett Road-\$500,000
- **Grant Fund-\$100,000**
 - Open Space Murals-\$100,000
- **Storm Drainage Impact Fee Fund-\$70,000**
 - Washington Way Storm Drainage-\$70,000
- **Public Facilities Impact Fee Fund-\$30,000**
 - ICE Slicer Storage/Trash Pad NOMCOM-\$30,000

- **Transportation Facilities Impact Fee Fund-\$42,000**
 - Transportation Master Plan-\$42,000
- **Water Fund-\$2,054,000**
 - Water Storage Tank Grading-\$8,000
 - East Lagoon Lining-\$455,000
 - Laramie Fox Hill Well 14-\$474,300
 - Lower Arapahoe Well 14-\$557,700
 - Pressure System Project-\$284,000
 - Antelope Hills Well House A-\$245,000
 - Valve Replacement-\$30,000
- **Wastewater Fund-\$1,420,000**
 - Custer Bypass-\$750,000
 - Water Resource Reclamation and Recovery Facility Expansion Design-\$670,000
- **Bennett Art & Culture Fund-\$100,000**
 - Kinetic Wind Sculpture-\$100,000

Staff Recommendation

Staff recommends the Board of Trustees approve the 2023 Budget, 2023 Directory of Fees and carry forwards as presented.

Attachments

1. 2023 Town of Bennett Budget
2. 2023 Town of Bennett Schedule of Fees
3. Resolution No. 947-22
4. Resolution No. 948-22
5. Resolution No. 949-22
6. Resolution No. 950-22

2023 TOWN OF BENNETT BUDGET

Revenues

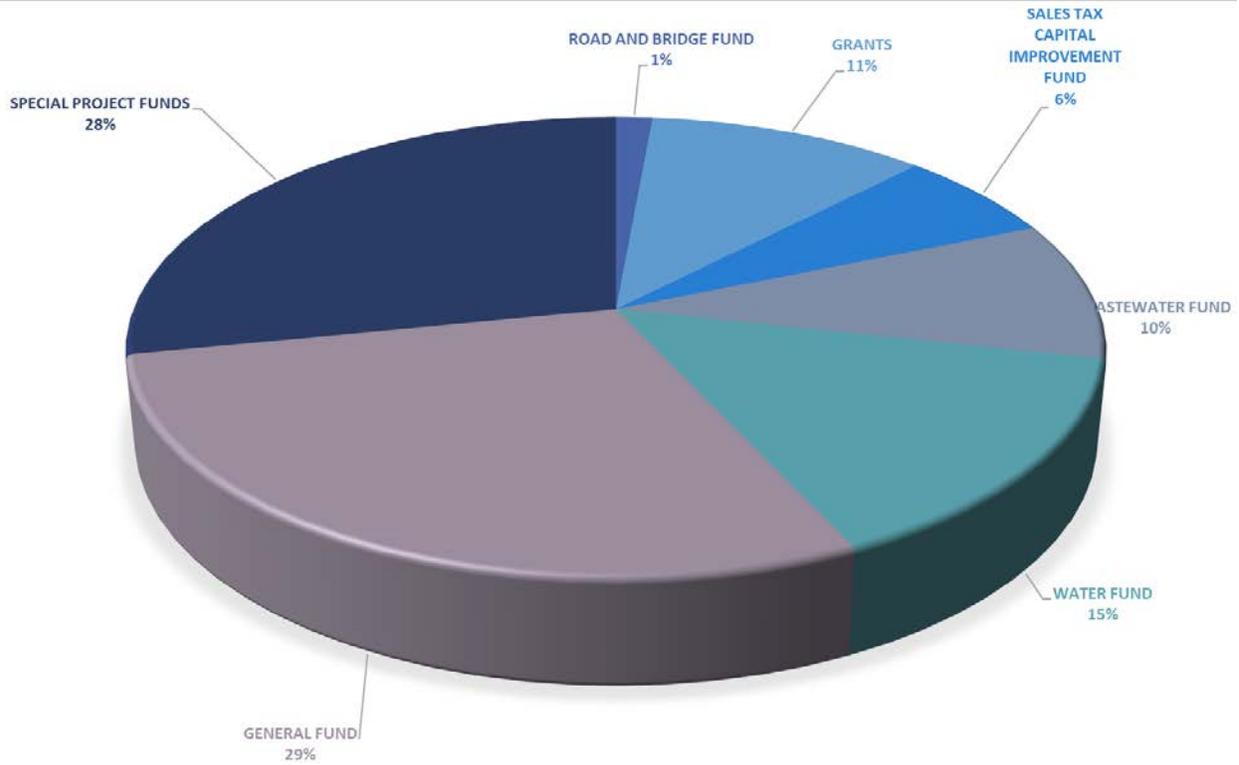
The following table illustrates the total sources of funding (revenues) for all Town funds:

FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
GENERAL FUND	5,834,391	5,624,160	7,067,915	6,916,270	-2%
ROAD AND BRIDGE FUND	321,565	281,330	320,815	339,215	6%
WATER FUND	2,655,489	3,398,085	6,395,080	3,523,935	-45%
WASTE WATER FUND	1,426,339	2,246,835	2,925,565	2,343,120	-20%
GRANTS	1,513,251	5,615,000	3,715,945	2,610,000	-30%
BENNETT ARTS & CULTURAL FUND	94,741	156,320	142,507	185,500	30%
CONSERVATION TRUST FUND	20,075	16,930	17,085	17,440	2%
ADAMS COUNTY OPEN SPACE FUND	51,430	52,975	52,975	54,565	3%
ARAPAHOE COUNTY OPEN SPACE FUND	14,790	13,680	14,525	14,960	3%
SALES TAX CAPITAL IMPROVEMENT FUND	1,589,725	1,122,650	4,298,520	1,544,560	-64%
RESERVE FUND	85,434	110,505	110,505	151,165	37%
CAPITAL IMPROVEMENT FUND	4,758,868	589,570	2,276,110	550,590	-76%
WATER CAPITAL FUND	5,091,810	2,175,560	1,019,505	2,806,785	175%
WASTEWATER CAPITAL FUND	1,002,690	811,505	505,135	2,286,040	353%
STORM DRAINAGE IMPACT FEE FUND	106,226	100,265	34,558	35,690	3%
PUBLIC FACILITIES IMPACT FEE FUND	534,690	331,760	173,100	320,345	85%
TRANSPORTATION FACILITIES IMPACT FEE FUND	151,636	106,800	58,086	345,545	495%
TOTAL	\$25,253,151	\$22,753,930	\$29,127,931	\$24,045,725	-17%

Below is a table detailing the major revenue sources for the Town of Bennett in 2023.

FUND	2023 BUDGET	% of All Revenue
ROAD AND BRIDGE FUND	339,215	1%
GRANTS	2,610,000	11%
SALES TAX CAPITAL IMPROVEMENT FUND	1,544,560	6%
WASTEWATER FUND	2,343,120	10%
WATER FUND	3,523,935	15%
GENERAL FUND	6,916,270	29%
SPECIAL PROJECT FUNDS	6,768,625	28%
Total	\$24,045,725	100%

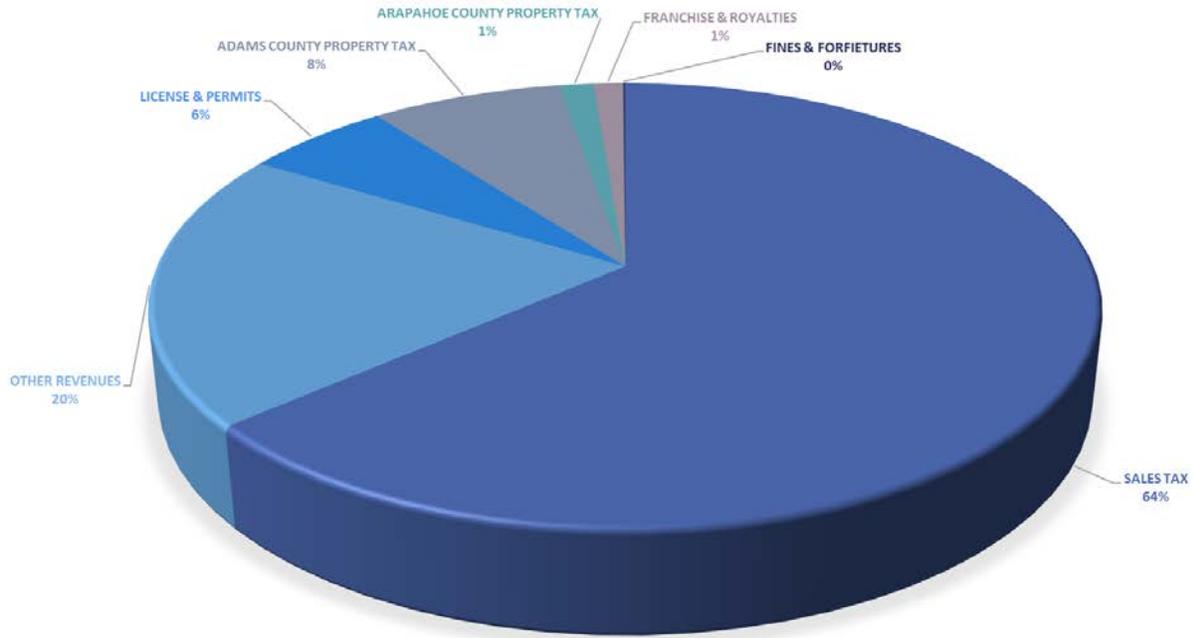
Below is a graphic illustration of the major revenue sources for the Town of Bennett in 2023.



Below is a table of the 2023 General Fund revenue sources for the Town of Bennett.

REVENUE SOURCE	2023 BUDGET	% of General Fund Revenue
SALES TAX	4,397,900	18%
OTHER REVENUES	1,392,400	20%
LICENSE & PERMITS	408,725	6%
ADAMS COUNTY PROPERTY TAX	532,475	8%
ARAPAHOE COUNTY PROPERTY TAX	95,610	1%
FRANCHISE & ROYALTIES	83,170	1%
FINES & FORFIETURES	5,990	0%
TOTAL	\$6,916,270	100%

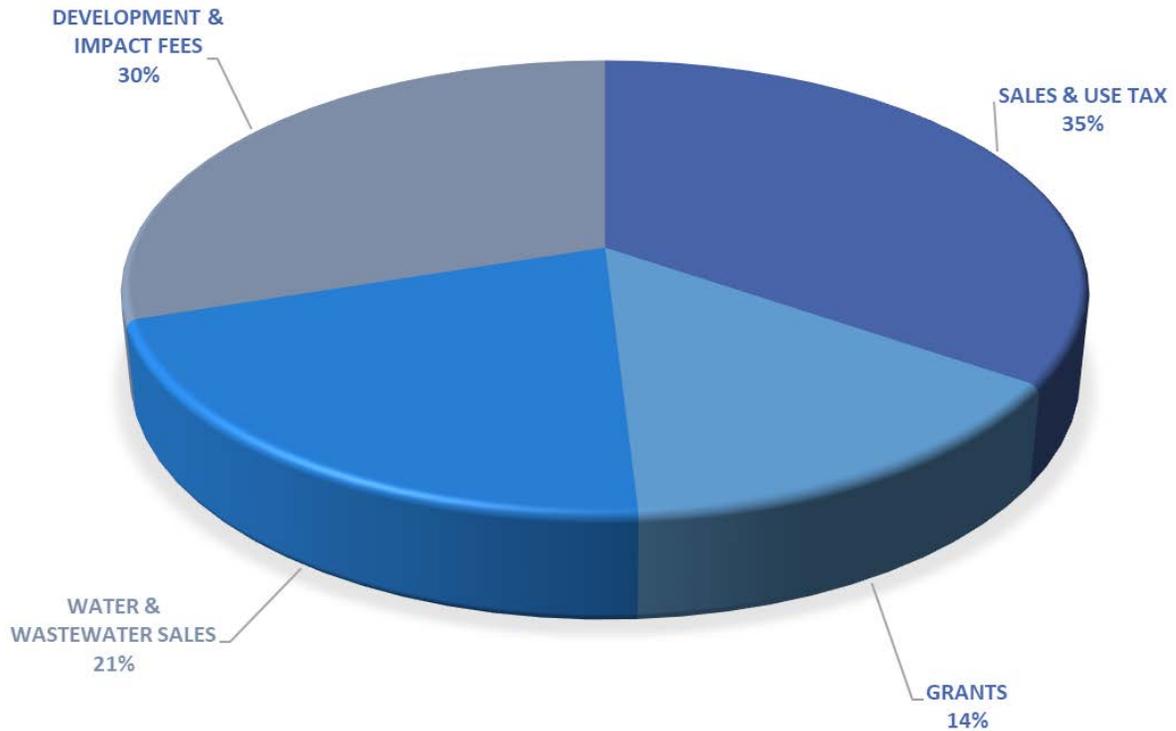
Below is a graphic illustration of the 2023 General Fund revenue sources for the Town of Bennett.



Below is a table of the largest revenue sources for the Town of Bennett in 2023.

REVENUE SOURCE	2023 BUDGET	% of All Revenue
SALES & USE TAX	6,247,250	26%
GRANTS	2,610,000	11%
WATER & WASTEWATER SALES	3,766,350	16%
DEVELOPMENT & IMPACT FEES	5,426,250	23%
TOTAL	\$18,049,850	75%

Below is an illustration of the largest revenue sources for the Town in 2023.



The following table details the total expenditures for all Town funds.

FUND EXPENDITURES	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
GENERAL FUND	5,139,692	5,608,215	5,548,830	6,916,270	25%
ROAD AND BRIDGE FUND	119,065	103,400	101,320	339,215	235%
WATER FUND	4,412,485	3,417,130	6,802,340	3,523,935	-48%
WASTE WATER FUND	1,194,917	2,156,650	2,996,190	2,837,715	-5%
GRANTS	1,513,251	5,615,000	3,715,945	2,610,000	-30%
BENNETT ARTS & CULTURAL FUND	70,500	183,650	118,740	235,500	98%
CONSERVATION TRUST FUND	24,637	16,930	17,085	17,440	2%
ADAMS COUNTY OPEN SPACE FUND	62,876	98,645	52,975	54,565	3%
ARAPAHOE COUNTY OPEN SPACE FUND	3,500	26,961	5,000	35,775	-
SALES TAX CAPITAL IMPROVEMENT FUND	1,139,190	1,178,285	5,413,405	2,018,262	-63%
RESERVE FUND	0	0	0	0	-
CAPITAL IMPROVEMENT FUND	2,771,132	299,900	2,961,675	415,900	-63%
WATER CAPITAL FUND	585,619	1,820,300	4,470,300	910,000	-96%
WASTEWATER CAPITAL FUND	216,055	940,300	1,689,200	63,755	-96%
STORM DRAINAGE IMPACT FEE FUND	120,485	173,140	35,777	112,500	214%
PUBLIC FACILITIES IMPACT FEE FUND	142,124	215,000	215,000	583,160	171%
TRANSPORTATION FACILITIES IMPACT FEE FUND	35,527	454,147	100,000	629,604	-
TOTAL	\$ 17,551,055	\$22,307,653	\$34,243,782	\$21,303,596	-38%

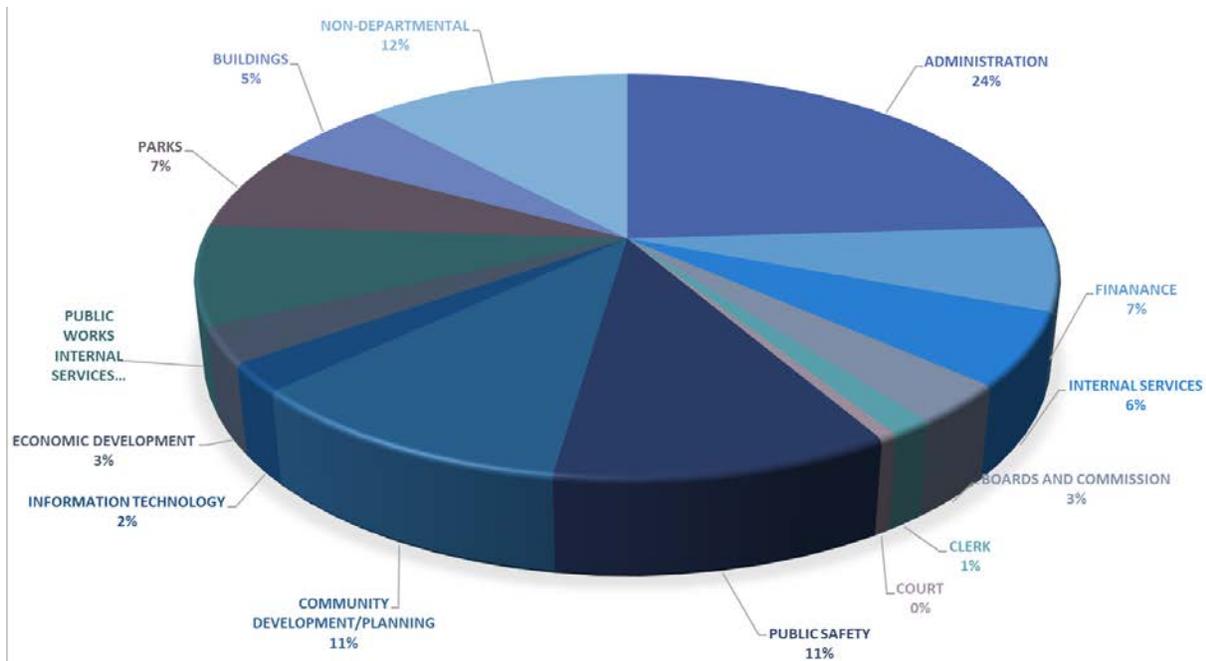
Capital Projects

CAPITAL PROJECT	2023 BUDGET	FUND
REDRILL WELL 7	600,000	WATER
CUSTER STREET WATER LINE EXTENSION	763,757	WATER
NORTH SHOP FENCING/GRADING	50,000	BUILDING
OLD PW RENOVATION	200,000	CIP
TRUMAN BYPASS PHASE I	850,000	WASTEWATER
WEST REGIONAL INTERCEPTOR DESIGN	375,000	WASTEWATER
LAGOON COVER	400,000	WATER
SANITARY SEWER WHOLE SYSTEM MONITORING	160,000	WASTEWATER
KIOWA STREET STORM SEWER IMPROVEMENTS-ROADS	112,500	ROADS
KIOWA STREET STORM SEWER IMPROVEMENTS-ROADS	112,500	STORMWATER
TIP TRAIL CONNCECTION PHASE i	885,000	GRANT
EVENT BLEACHERS	50,000	GRANT
HIGHWAY 79 TRAIL REPLACEMENT	200,000	GRANT
SKATE PARK EXPANSION	300,000	GRANT
CIVIC CENTER PARK DESING	50,000	GRANT
CODE UPDATES	75,000	GRANT
FUTURE PARK PHASE III	300,000	GRANT
CEMETERY LANDSCAPING AND TRAILHEAD	500,000	GRANT
TOTAL CAPITAL EXPENDITURES	\$5,983,757	

The chart below details the Town's General Fund expenditures by department.

GENERAL FUND DEPARTMENT	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
ADMINISTRATION	932,535	1,055,740	1,234,030	1,542,400	46%
FINANANCE	285,175	303,950	357,190	428,550	41%
INTERNAL SERVICES	293,955	321,745	339,175	372,305	16%
BOARDS AND COMMISSION	95,240	189,535	190,305	204,445	8%
CLERK	64,700	70,065	78,385	85,835	23%
COURT	24,165	32,110	32,655	35,140	9%
PUBLIC SAFETY	522,954	648,520	644,065	685,430	6%
COMMUNITY DEVELOPMENT/PLANNING	587,690	376,310	309,655	687,395	83%
INFORMATION TECHNOLOGY	219,255	124,945	179,995	146,240	17%
ECONOMIC DEVELOPMENT	218,440	249,585	288,645	184,680	-26%
PUBLIC WORKS INTERNAL SERVICES	508,825	507,670	607,625	505,755	0%
PARKS	331,084	333,565	341,220	438,485	31%
BUILDINGS	199,375	217,135	190,030	326,655	50%
NON-DEPARTMENTAL	858,700	841,119	755,855	770,587	-8%
TOTAL	\$5,142,092	\$5,271,994	\$5,548,830	\$6,413,902	12%

Below is a graphical illustration of the the Town's General Fund expenditures by department.



Schedules of Full-Time Employees

2021 SCHEDULE OF FULL-TIME EMPLOYEE ALLOCATIONS														
GENERAL FUND														
	ADMIN	FINANCE	CLERK	COURT	SAFETY	CD	ED	PWIS	PARK	B&G	SCIP	R&B	WATER	WW
TOWN ADMINISTRATOR	1.00													1.00
DEPUTY TOWN ADMINISTRATOR	1.00													1.00
ASSISTANT TO THE TOWN ADMINISTRATOR	1.00													1.00
ASSISTANT DIRECTOR OF COMMUNICATIONS	1.00													1.00
EXECUTIVE SERVICES SUPERVISOR	1.00													1.00
ADMINISTRATIVE ASSISTANT	1.00													1.00
TOWN SAFETY OFFICER							1.00							1.00
DIRECTOR OF FINANCE AND TECHNOLOGY		1.00												1.00
ACCOUNTANT		1.00												1.00
FINANCE AND TECHNOLOGY COORDINATOR		1.00												1.00
UTILITY BILLING CLERK										0.25	0.20	0.50	0.50	1.00
CAPITAL PROJECTS DIRECTOR										0.25	0.20	0.15	0.35	0.05
CLERK			0.75	0.25										1.00
CODE ENFORCEMENT AND ANIMAL CONTROL					1.00									1.00
COMMUNITY DEVELOPMENT MANAGER					1.00									1.00
CHIEF BUILDING OFFICIAL					1.00									1.00
BUILDING OFFICIAL					1.00									1.00
COMMUNITY DEVELOPMENT COORDINATOR					1.00									1.00
PLANNING AND ECONOMIC DEVELOPMENT MANAGER							1.00							1.00
ECONOMIC DEVELOPMENT COORDINATOR							1.00							1.00
PUBLIC WORKS DIRECTOR								1.00						1.00
ASSISTANT PUBLIC WORKS DIRECTOR								0.60				0.20	0.20	1.00
UTILITY SUPERVISOR												0.50	0.50	1.00
UTILITY OPERATOR												0.50	0.50	1.00
UTILITY OPERATOR													1.00	1.00
UTILITY OPERATOR												1.00		1.00
MAINTENANCE WORKER										0.50	0.25	0.25		1.00
MAINTENANCE WORKER										0.50	0.25	0.25		1.00
MAINTENANCE WORKER										0.50	0.25	0.25		1.00
MAINTENANCE WORKER									1.00					1.00
MAINTENANCE WORKER									1.00					1.00
MAINTENANCE WORKER									1.00					1.00
MAINTENANCE WORKER									1.00					1.00
TOTALS	6.00	3.00	0.75	0.25	0.00	5.00	2.00	2.60	3.00	1.75	0.95	0.90	3.05	27.5

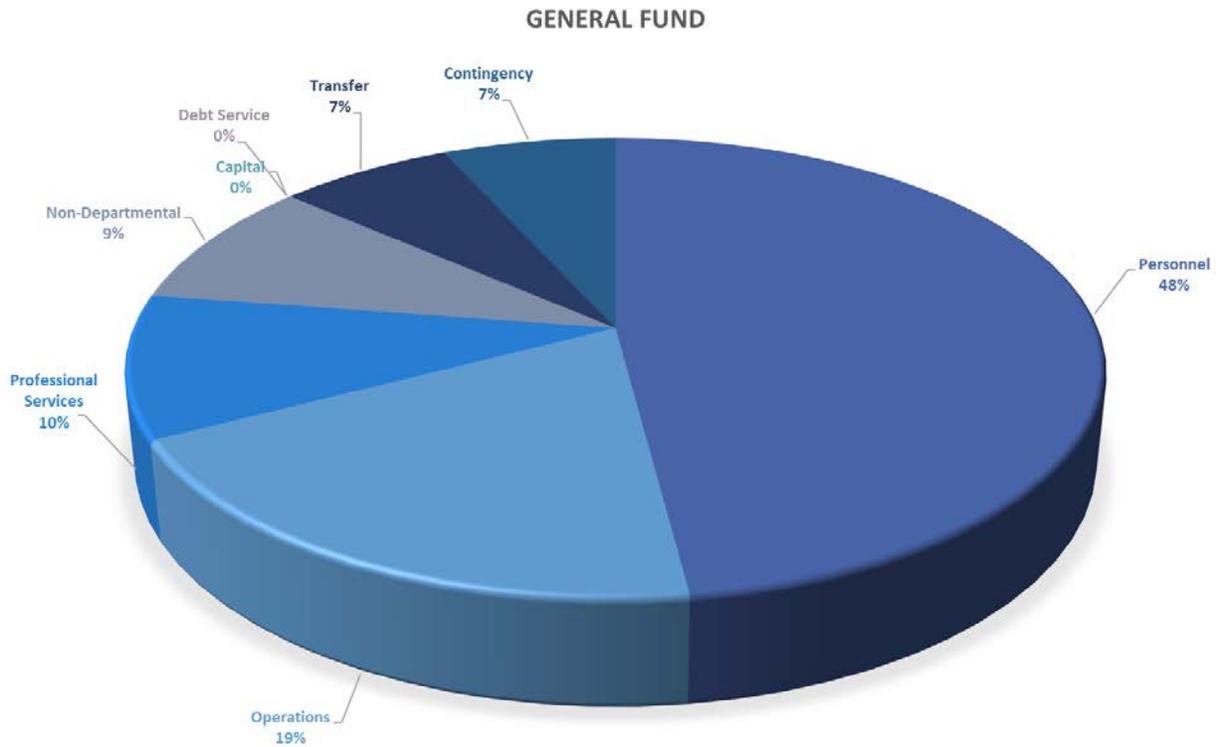
2022 SCHEDULE OF FULL-TIME EMPLOYEE ALLOCATIONS

	GENERAL FUND														
	ADMIN	FINANCE	CLERK	COURT	SAFETY	CD	ED	PWIS	PARK	B&G	SCIP	R&B	WATER	WW	
TOWN ADMINISTRATOR	1.00													1.00	
DEPUTY TOWN ADMINISTRATOR	1.00													1.00	
ASSISTANT TO THE TOWN ADMINISTRATOR	1.00													1.00	
ASSISTANT DIRECTOR OF COMMUNICATIONS	1.00													1.00	
EXECUTIVE SERVICES SUPERVISOR	1.00													1.00	
TOWN SAFETY OFFICER	1.00													1.00	
ADMINISTRATIVE ASSISTANT	1.00													1.00	
EXECUTIVE ENFORCEMENT SUPERVISOR	0.50				0.50									1.00	
DIRECTOR OF FINANCE AND TECHNOLOGY	1.00													1.00	
ACCOUNTANT	1.00													1.00	
FINANCE AND TECHNOLOGY COORDINATOR	1.00													1.00	
UTILITY BILLING CLERK												0.50	0.50	1.00	
CAPITAL PROJECTS DIRECTOR									0.32		0.13	0.13	0.30	0.12	
CLERK			0.75	0.25										1.00	
COMMUNITY SERVICES OFFICER					1.00									1.00	
COMMUNITY SERVICES OFFICER					1.00									1.00	
COMMUNITY DEVELOPMENT MANAGER						1.00								1.00	
CHIEF BUILDING OFFICIAL						1.00								1.00	
BUILDING OFFICIAL						1.00								1.00	
PERMIT TECHNICIAN						1.00								1.00	
PLANNING AND ECONOMIC DEVELOPMENT MANAGER							1.00							1.00	
ECONOMIC DEVELOPMENT COORDINATOR							1.00							1.00	
PUBLIC WORKS DIRECTOR								1.00						1.00	
ASSISTANT PUBLIC WORKS DIRECTOR								0.60				0.20	0.20	1.00	
PUBLIC WORKS SUPERVISOR								1.00						1.00	
UTILITY OPERATOR												0.50	0.50	1.00	
UTILITY OPERATOR													1.00	1.00	
UTILITY OPERATOR												1.00		1.00	
MAINTENANCE WORKER									0.50			0.25	0.25	1.00	
MAINTENANCE WORKER									0.50			0.25	0.25	1.00	
MAINTENANCE WORKER									0.50			0.25	0.25	1.00	
MAINTENANCE WORKER										1.00				1.00	
MAINTENANCE WORKER										1.00				1.00	
MAINTENANCE WORKER														1.00	
TOTALS	7.50	3.00	0.75	0.25	2.50	4.00	2.00	2.60	3.00	1.82	0.88	0.88	2.50	2.32	34.00

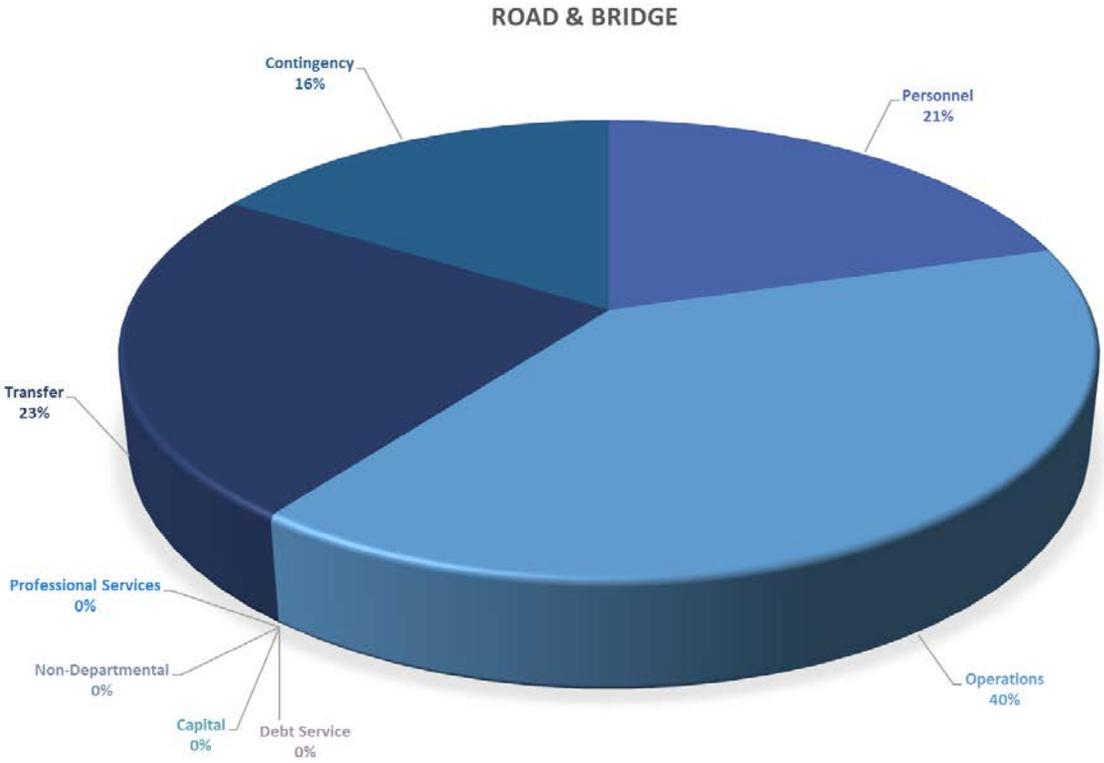
2023 SCHEDULE OF FULL-TIME EMPLOYEE ALLOCATIONS															
GENERAL FUND															
	ADMIN	FINANCE	CLERK	COURT	SAFETY	NING	ED	PWIS	PARK	B&G	SCIP	R&B	WATER	WW	
TOWN ADMINISTRATOR	1.00													1.00	
DEPUTY TOWN ADMINISTRATOR		1.00												1.00	
ASSISTANT TO THE TOWN ADMINISTRATOR	1.00													1.00	
DIRECTOR OF ADMINISTRATIVE SERVICES	1.00													1.00	
DIRECTOR OF COMMUNICATIONS	1.00													1.00	
PUBLIC RELATIONS COORDINATOR	1.00													1.00	
TOWN SAFETY OFFICER	1.00													1.00	
ADMINISTRATIVE ASSISTANT	1.00													1.00	
IT MANAGER	1.00													1.00	
DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT				0.25	0.50	0.25								1.00	
DIRECTOR OF FINANCE		1.00												1.00	
ACCOUNTING MANAGER		1.00												1.00	
ACCOUNTING CLERK		1.00												1.00	
UTILITY BILLING CLERK												0.50	0.50	1.00	
CAPITAL PROJECTS DIRECTOR			0.75	0.25						0.32	0.13	0.13	0.30	0.12	
CLERK														1.00	
COMMUNITY SERVICES OFFICER LEAD					1.00									1.00	
COMMUNITY SERVICES OFFICER					1.00									1.00	
COMMUNITY DEVELOPMENT MANAGER					1.00									1.00	
PERMIT TECHNICIAN					1.00									1.00	
PLANNING AND ECONOMIC DEVELOPMENT MANAGER					1.00									1.00	
ECONOMIC DEVELOPMENT COORDINATOR					1.00									1.00	
PUBLIC WORKS DIRECTOR								1.00						1.00	
ASSISTANT PUBLIC WORKS DIRECTOR								0.60			0.20	0.20		1.00	
PW ADMINISTRATIVE ASSISTANT								1.00						1.00	
UTILITY OPERATOR												0.50	0.50	1.00	
UTILITY OPERATOR												0.50	0.50	1.00	
UTILITY OPERATOR												1.00		1.00	
UTILITY OPERATOR									1.00					1.00	
MAINTENANCE WORKER										0.50	0.25	0.25		1.00	
MAINTENANCE WORKER										0.50	0.25	0.25		1.00	
MAINTENANCE WORKER										0.50	0.25	0.25		1.00	
MAINTENANCE WORKER									1.00					1.00	
MAINTENANCE WORKER									1.00					1.00	
MAINTENANCE WORKER									1.00					1.00	
MAINTENANCE WORKER									1.00					1.00	
TOTALS	9.00	3.00	0.75	0.25	2.25	2.50	2.25	3.60	3.00	1.82	0.88	0.88	3.00	2.82	36.00

FUND SUMMARIES

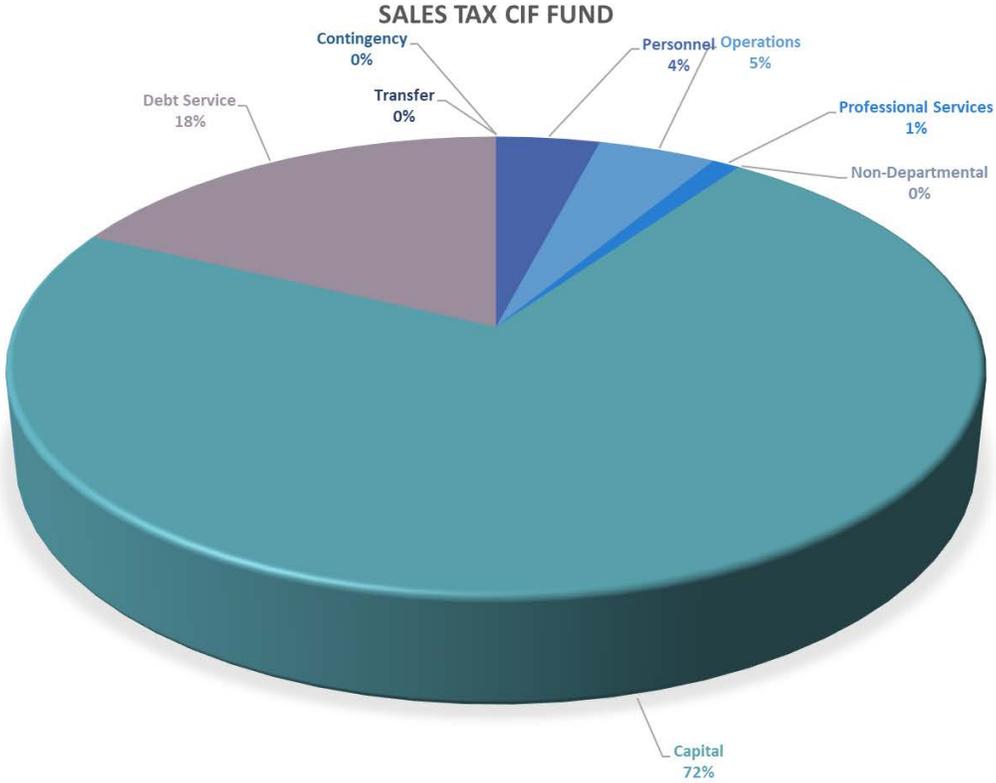
GENERAL FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
EXPENDITURES					
PERSONNEL	2,380,470	2,774,465	2,748,515	3,557,665	
OPERATIONS	1,097,048	1,072,745	1,276,890	1,435,800	
PROFESSIONAL SERVICES	805,874	681,110	767,570	747,680	
NON DEPARTMENTAL	19,080	381,931	57,870	670,558	
CAPITAL	-	-	-	-	
DEBT SERVICE	-	-	-	-	
TRANSFERS	839,620	697,974	697,985	504,567	
GENERAL FUND TOTAL EXPENDITURES	5,142,092	5,608,225	5,548,830	6,916,270	23%
GENERAL FUND BEGINNING FUND BALANCE	\$2,072,391	\$1,657,935	\$2,767,090	\$4,286,175	159%
GENERAL FUND REVENUES	5,834,391	5,624,160	7,067,915	6,916,270	23%
GENERAL FUND EXPENDITURES	5,139,692	5,608,215	5,548,830	6,916,270	23%
GENERAL FUND ENDING FUND BALANCE	\$2,767,090	\$1,673,880	\$4,286,175	\$4,286,175	156%



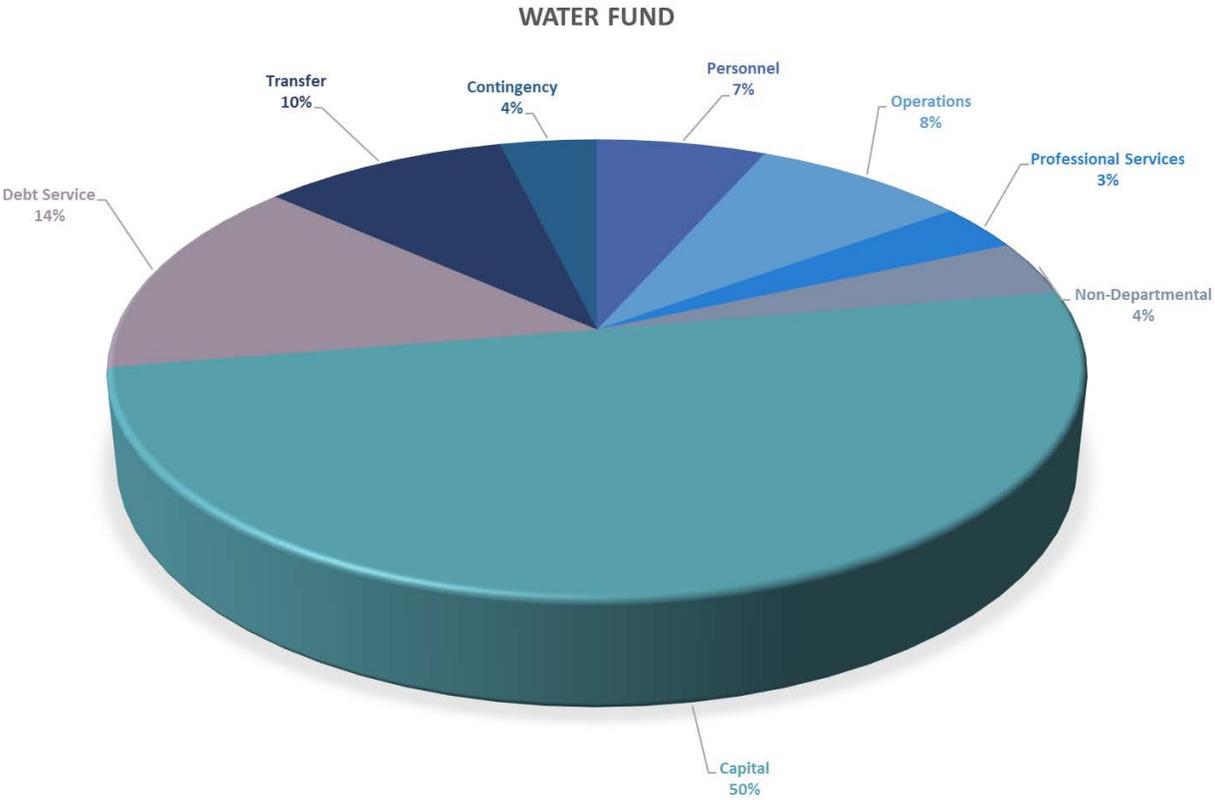
ROAD AND BRIDGE FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
EXPENDITURES					
PERSONNEL	53,135	67,400	54,825	82,875	
OPERATIONS	92,995	130,990	84,545	161,580	
PROFESSIONAL SERVICES	-	-	-	-	
NON DEPARTMENTAL	-	-	-	-	
CAPITAL	14,790	-	-	-	
DEBT SERVICE	-	-	-	-	
TRANSFERS	78,495	82,940	94,760	94,760	
TOTAL EXPENDITURES ROAD & BRIDGE	239,415	281,330	234,130	339,215	21%
ROAD & BRIDGE FUND BEGINNING FUND BALANCE	\$261,377	\$214,625	\$343,527	\$430,210	100%
ROAD & BRIDGE FUND REVENUES	321,565	281,330	320,815	339,215	21%
ROAD & BRIDGE FUND EXPENDITURES	239,415	281,330	234,130	339,215	21%
ROAD & BRIDGE FUND ENDING FUND BALANCE	\$343,527	\$214,625	\$430,212	\$430,210	100%



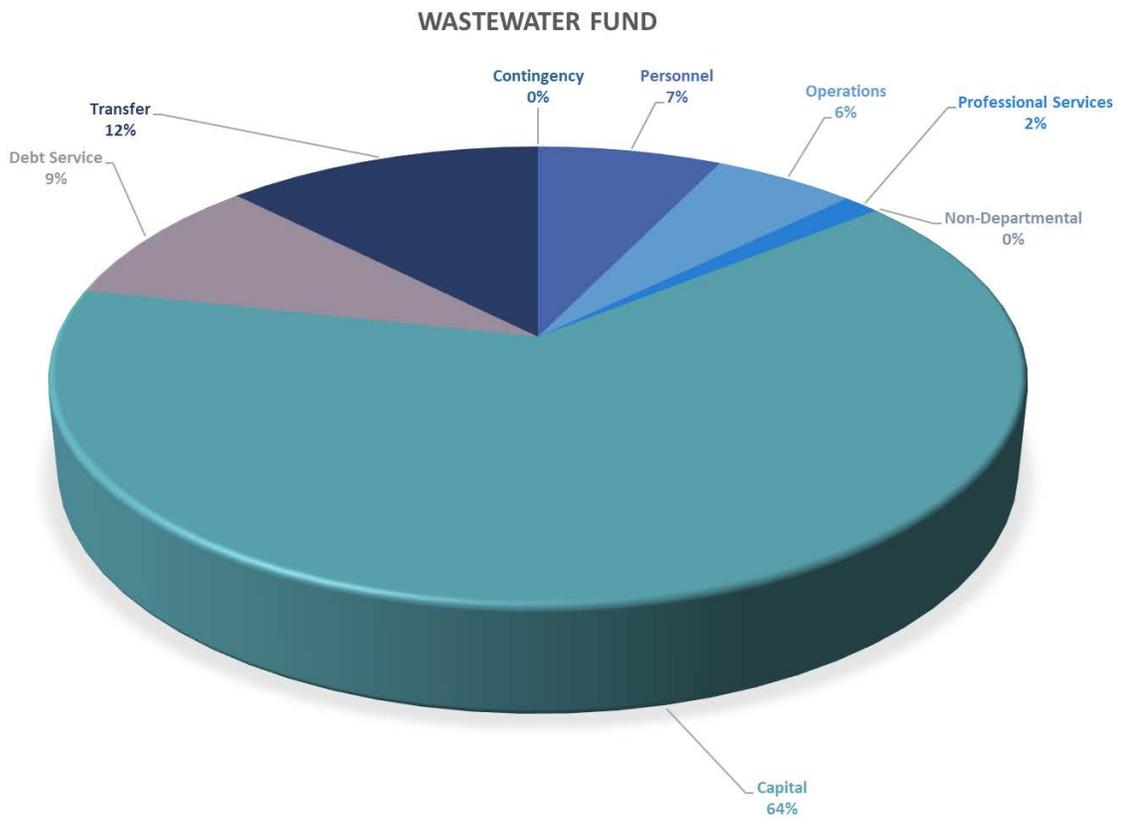
SALES TAX CAPITAL IMPROVEMENT FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
EXPENDITURES					
PERSONNEL	76,440	66,680	68,485	81,875	
OPERATIONS	31,685	93,000	93,000	93,000	
PROFESSIONAL SERVICES	105,165	-	3,220	22,000	
NON DEPARTMENTAL	-	-	-	-	
CAPITAL	579,100	658,305	4,888,400	1,461,087	
DEBT SERVICE	346,800	360,300	360,300	360,300	
TRANSFERS	-	-	-	-	
SALES TAX CIF TOTAL EXPENDITURES	1,139,190	1,178,285	5,413,405	2,018,262	71%
SALES TAX CIF BEGINNING FUND BALANCE	\$1,859,275	\$1,632,207	\$2,309,187	\$1,194,302	-27%
SALES TAX CIF REVENUES	1,589,725	1,122,650	4,298,520	1,544,560	38%
SALES TAX CIF EXPENDITURES	1,139,190	1,178,285	5,413,405	2,018,262	71%
SALES TAX CIF ENDING FUND BALANCE	\$2,309,187	\$1,576,570	\$1,194,302	\$720,600	-54%
DEBT SERVICE RESERVE	(720,600)	(720,600)	(720,600)	(720,600)	0%



WATER FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
EXPENDITURES					
PERSONNEL	252,845	219,275	214,360	242,010	
OPERATIONS	206,485	248,775	285,155	307,415	
PROFESSIONAL SERVICES	312,925	156,000	94,160	122,500	
NON DEPARTMENTAL	640,255	3,850	31,705	141,450	
CAPITAL	2,186,385	1,947,500	5,317,500	1,837,000	
DEBT SERVICE	564,329	561,850	561,850	521,550	
TRANSFERS	249,261	279,880	297,610	352,010	
WATER TOTAL EXPENDITURES	4,412,485	3,417,130	6,802,340	3,523,935	3%
WATER BEGINNING FUND BALANCE	\$6,242,509	\$5,385,063	\$4,485,513	\$4,078,253	-24%
WATER FUND REVENUES	2,655,489	3,398,085	6,395,080	3,523,935	4%
WATER FUND EXPENDITURES	4,412,485	3,417,130	6,802,340	3,523,935	3%
WATER ENDING FUND BALANCE	\$4,485,513	\$5,366,018	\$4,078,253	\$4,078,253	-24%



WASTEWATER FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
EXPENDITURES					
PERSONNEL	210,317	175,440	193,280	203,880	
OPERATIONS	87,850	112,000	144,160	158,395	
PROFESSIONAL SERVICES	83,185	34,500	875,530	40,500	
NON DEPARTMENTAL	-	-	-	-	
CAPITAL	182,170	1,200,000	1,217,585	1,823,755	
DEBT SERVICE	382,136	299,460	299,460	259,175	
TRANSFERS	249,260	226,600	266,175	352,010	
WASTEWATER TOTAL EXPENDITURES	1,194,917	2,156,650	2,996,190	2,837,715	32%
WASTEWATER BEGINNING FUND BALANCE	\$1,285,756	\$1,301,760	\$1,517,178	\$1,446,553	11%
WASTEWATER FUND REVENUES	1,426,339	2,246,835	2,925,565	2,343,120	4%
WASTEWATER FUND EXPENDITURES	1,194,917	2,156,650	2,996,190	2,837,715	32%
WASTEWATER ENDING FUND BALANCE	\$1,517,178	\$1,391,945	\$1,446,553	\$951,958	-32%



CONSERVATION TRUST FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
CONSERVATION TRUST BEGINNING FUND BALANCE	\$4,562	\$0	\$0	\$0	0%
CONSERVATION TRUST FUND REVENUES	20,075	16,930	17,005	17,440	3%
CONSERVATION TRUST FUND EXPENDITURES	24,637	16,930	17,005	17,440	3%
CONSERVATION TRUST ENDING FUND BALANCE	\$0	\$0	\$0	\$0	0%

ADAMS COUNTY OPEN SPACE FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
ADCO OPEN SPACE BEGINNING FUND BALANCE	\$11,446	\$45,670	(\$0)	(\$0)	-100%
ADCO OPEN SPACE FUND REVENUES	51,430	52,975	52,975	54,565	3%
ADCO OPEN SPACE FUND EXPENDITURES	62,876	98,645	52,975	54,565	-45%
ADCO OPEN SPACE ENDING FUND BALANCE	(\$0)	\$0	(\$0)	(\$0)	0%

ARAPAHOE COUNTY OPEN SPACE FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
ARAP OPEN SPACE BEGINNING FUND BALANCE	\$0	\$3,021	\$11,290	\$20,815	589%
ARAP OPEN SPACE FUND REVENUES	14,790	13,680	14,525	14,960	9%
ARAP OPEN SPACE FUND EXPENDITURES	3,500	26,961	5,000	35,775	33%
ARAP OPEN SPACE ENDING FUND BALANCE	\$11,290	(\$10,260)	\$20,815	\$0	-100%

RESERVE FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
RESERVE FUND REVENUE					
FUND TRANSFER FROM GENERAL FUND		85,434	110,505	110,505	37%
GENERAL FUND 3% REVENUE RESERVE					
GENERAL FUND 1% ANNUAL REVENUE RESERVE					
RESERVE FUND TOTAL REVENUE		85,434	110,505	110,505	37%
EXPENDITURES					
RESERVE FUND EXPENDITURES		\$0	\$0	\$0	0%
RESERVE BEGINNING FUND BALANCE		335,191	420,625	420,625	0%
RESERVE FUND REVENUES		85,434	110,505	110,505	0%
RESERVE FUND EXPENDITURES		\$0	\$0	\$0	0%
3% Reserve		78,261	93,811	93,811	183,733
Annual Reserve		167,272	198,542	198,542	259,786
RESERVE ENDING FUND BALANCE		\$420,625	\$531,130	\$531,130	28%
Total General Fund Rev.				6,916,270	
Less transfers				(791,825)	
Rev.				6,124,445	
3% for rev reserve				183,733	
3% for rev reserve				89,922	
1% of revised rev.				61,244	

GRANTS FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
GRANTS BEGINNING FUND BALANCE	\$0	\$0	\$0	\$0	0%
GRANTS FUND REVENUES	1,513,251	5,615,000	3,715,945	2,610,000	-54%
GRANTS FUND EXPENDITURES	1,513,251	5,615,000	3,715,945	2,610,000	-54%
GRANTS ENDING FUND BALANCE	\$0	\$0	\$0	\$0	0%

CIP FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
CAP BEGINNING FUND BALANCE	\$640,534	\$476,397	\$2,628,270	\$1,942,705	308%
CAP FUND REVENUES	4,758,868	589,570	2,276,110	550,590	-7%
CAP FUND EXPENDITURES	2,771,132	299,900	2,961,675	415,900	39%
CAP ENDING FUND BALANCE	\$2,628,270	\$766,067	\$1,942,705	\$2,077,395	171%

WATER CAPITAL	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
WATER CAPITAL BEGINNING FUND BALANCE	\$4,177,197	\$3,121,380	\$8,683,390	\$5,232,595	68%
WATER CAPITAL FUND REVENUES	5,091,810	2,175,560	1,019,505	2,806,785	29%
WATER CAPITAL FUND EXPENDITURES	585,619	1,820,300	4,470,300	910,000	-50%
WATER CAPITAL ENDING FUND BALANCE	\$8,683,388	\$3,476,640	\$5,232,595	\$7,129,380	105%

WASTEWATER CAPITAL	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
WASTE WATER CAPITAL BEGINNING FUND BALANCE	\$1,516,816	\$1,462,620	\$2,303,450	\$1,119,385	-23%
WASTE WATER CAPITAL FUND REVENUES	1,002,690	811,505	505,135	2,286,040	182%
WASTE WATER CAPITAL FUND EXPENDITURES	216,055	940,300	1,689,200	63,755	-93%
WASTE WATER CAPITAL ENDING FUND BALANCE	\$2,303,451	\$1,333,825	\$1,119,385	\$3,341,670	151%

STORM DRAINAGE IMPACT FEE FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
STORM DRAINAGE IMPACT BEGINNING FUND BALANCE	\$92,289	\$55,898	\$78,029	\$76,810	37%
STORM DRAINAGE IMPACT FUND REVENUES	106,226	100,267	34,558	35,690	-64%
STORM DRAINAGE IMPACT FUND EXPENDITURES	120,485	173,140	35,777	112,500	-35%
STORM DRAINAGE IMPACT ENDING FUND BALANCE	\$78,029	(\$16,975)	\$76,810	\$0	-100%

PUBLIC FACILITIES IMPACT FEE FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
PUBLIC FACILITIES BEGINNING FUND BALANCE	\$419,665	\$358,750	\$812,231	\$770,331	115%
PUBLIC FACILITIES FUND REVENUES	534,690	331,760	173,100	320,345	-3%
PUBLIC FACILITIES FUND EXPENDITURES	142,124	215,000	215,000	583,160	171%
PUBLIC FACILITIES ENDING FUND BALANCE	\$812,231	\$475,510	\$770,331	\$507,516	7%

TRANSPORTATION FACILITIES IMPACT FEE FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
TRANSPORT FACILITIES BEGINNING FUND BALANCE	\$209,864	\$191,512	\$325,973	\$284,059	48%
TRANSPORT FACILITIES FUND REVENUES	151,636	106,800	58,086	345,545	224%
TRANSPORT FACILITIES FUND EXPENDITURES	35,527	454,147	100,000	629,604	39%
TRANSPORT FACILITIES ENDING FUND BALANCE	\$325,973	(\$155,835)	\$284,059	\$0	-100%

BENNETT ARTS AND CULTURAL FUND	2021 ACTUALS	2022 BUDGET	2022 PROJECTED	2023 BUDGET	% CHANGE
BENNETT ARTS & CULTURE BEGINNING FUND BALANCE	\$1,992	\$27,330	\$26,233	\$50,000	83%
BENNETT ARTS & CULTURE FUND REVENUES	94,741	156,320	142,507	185,500	19%
BENNETT ARTS & CULTURE FUND EXPENDITURES	70,500	183,650	118,740	235,500	28%
BENNETT ART & CULTURE ENDING FUND BALANCE	\$26,233	\$0	\$50,000	\$0	0%

SCHEDULE OF FEES

JANUARY 1, 2023



welcome neighbors.

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SECTION 1: ADMINISTRATIVE ([Resolution 568-14](#))

A) Fee Waiver

- 1) Any fees imposed by the Town and listed in the Directory of the Town Fees and Charges adopted by the Town Board may, unless prohibited by ordinance, be administratively waived by the Town Administrator or their designee upon the determining that a waiver is in the best interest of the Town of Bennett.

B) Fees Not Specified

- 1) Any fee not specified in this document will be assessed at cost plus the abatement rate per hour for any Town employee involved in the service.

C) Public Notary\$5.00

- 1) Exemption for Town business purposes

D) Town Board Meeting Audio\$15.00

E) Municipal Records Fees

- 1) Certified Copies\$1.75
- 2) Certified Letters\$2.95
- 3) Extraction of Email Data\$77.00/device

4) Photocopies

- (a) 8 ½ x 11\$0.25/page
- (b) 8 ½ x 14.....\$0.40/page
- (c) 11 x 17\$0.50/page
- (d) 18 x 24.....\$3.50/page
- (e) 24 x 36.....\$5.00/page
- (f) 36 x 58.....\$10.00/page
- (g) Large Scan\$3.00

- 5) Research and Retrieval Fee greater than 1 hour [[§24-72-205\(6\)](#)]\$33.58/hr.

6) Miscellaneous Fees

(a) Fax Request

- (1) Resident.....\$0.25/page
- (2) Non-Resident.....\$0.50/page

(b) Postage/Mailing Fees at Cost

(c) Photographs..... at Cost

(d) Video Tape..... Not Available

(e) Audio Tape\$15.00/each

F) Purchasing

- 1) Contracts and Plans\$30.00-\$550.00
- 2) Municipal Code Book\$300.00

G) Facilities Rentals

- 1) Park Rental ([§ 11-5-90](#))\$20.00
 - (a) Trupp Park Pavilion\$75.00
 - (b) BRPOS Pavilion.....\$75.00
 - (c) Community Center Park Pavilion\$75.00
 - (d) Centennial Park Pavilion.....\$25.00
 - (e) Deposit ([§ 11-5-110](#))\$100.00-\$500.00
 - (f) Trupp FieldsSet by Contract

2) Community Center

(a) Non-Profit Discounts

- (1) Free Public Event.....50%
- (2) Fundraising25%

- (b) Room "C"
 - (1) Residents
 - (i) Up to six (6) hours\$250.00
 - (ii) Additional hour.....\$50.00/hr.
 - (iii) Deposit.....\$150.00-\$500.00
 - (iv) Audio/Video Deposit (In addition to facility deposit) \$500.00
 - (v) Alcohol Deposit (In addition to facility deposit) \$500.00
 - (vi) Security Fee
 - 1. Per Officer\$50.00/hr.
 - (vii) Kitchen fee.....\$75.00
 - (2) I-70 Corridor Resident
 - (i) Up to six (6) hours\$300.00
 - (ii) Additional hour.....\$50.00/hr.
 - (iii) Deposit.....\$200.00-\$500.00
 - (iv) Audio/Video Deposit (In addition to facility deposit) \$500.00
 - (v) Alcohol Deposit (In addition to facility deposit) \$500.00
 - (vi) Security Fee
 - 1. Per Officer\$50.00/hr.
 - (vii) Kitchen\$75.00
 - (3) Other
 - (i) Up to six (6) hours\$600.00
 - (ii) Additional hour.....\$100.00/hr.
 - (iii) Deposit.....\$300.00-\$500.00
 - (iv) Audio/Video Deposit (In addition to facility deposit) \$500.00
 - (v) Alcohol Deposit (In addition to facility deposit) \$500.00
 - (vi) Security Fee
 - 1. Per Officer\$50.00/hr.
 - (vii) Kitchen fee.....\$100.00
- (c) Lions Room
 - (1) Resident
 - (i) Up to two (2) hours.....\$50.00
 - (ii) Additional hour.....\$10.00/hr.
 - (iii) Deposit.....\$50.00-\$150.00
 - (2) I-70 Corridor Resident
 - (i) Up to two (2) hours.....\$50.00
 - (ii) Additional hour.....\$20.00/hr.
 - (iii) Deposit.....\$50.00-\$150.00
 - (3) Other
 - (i) Up to two (2) hours.....\$75.00
 - (ii) Additional hour.....\$30.00/hr.
 - (iii) Deposit.....\$50.00-\$150.00

SECTION 2: FINANCE

- A) **Returned Check Fee**\$40.00
- B) **Use Tax ([§4-6-20](#))**
 - 1) Levied on the full price of building and construction material..... 2%
- C) **Sales Tax ([§4-5-10](#))**

- 1) Rate is subject to change bi-annually. Collection of the correct tax is the sole responsibility of the vendor.
See Publication [DR 1002](#) to verify current rate.
 - (a) Assessed on all tangible personal property sold within Town limits..... 4%
 - (b) Vendor fee retained for sales tax collection 3.33%
- D) **Lodging Tax** \$4.00/night

SECTION 3: TOWN CLERK’S OFFICE

- A) **Business License** ([§6-1-100](#))
 - 1) Standard..... \$30.00/yr.
 - 2) Home Based..... \$15.00/yr.
 - (a) Additional licensures may be required by the County and State. Please inquire to ensure compliance.
- B) **Commissary Kitchen License** \$250.00/yr.
- C) **Liquor License** ([§6-2-10](#))
 - 1) Beer and Wine
 - (a) New \$1,000.00
 - (b) Transfer \$798.75
 - (c) Renewal \$148.75/yr.
 - 2) H&R
 - (a) New \$1,000.00
 - (b) Transfer \$825.00
 - (c) Renewal \$175.00/yr.
 - 3) Tavern
 - (a) New \$1,000.00
 - (b) Transfer \$825.00
 - (c) Renewal \$175.00/yr.
 - 4) Liquor Store
 - (a) New \$1,000.00
 - (b) Transfer \$772.50
 - (c) Renewal \$122.50/yr.
 - 5) Arts
 - (a) New \$308.75
 - (b) Renewal \$41.25/yr.
 - 6) Drug Store
 - (a) New \$1,000.00
 - (b) Transfer \$772.50
 - (c) Renewal \$122.50/yr.
 - 7) Racetrack
 - (a) New \$1,000.00
 - (b) Transfer \$825.00
 - (c) Renewal \$175.00/yr.
 - 8) Club
 - (a) New \$1,000.00
 - (b) Transfer \$753.75
 - (c) Renewal \$103.75/yr.
 - 9) 3.2 Beer Off Premise
 - (a) New \$1,000.00
 - (b) Transfer \$753.75
 - (c) Renewal \$103.75/yr.

10) 3.2 Beer On/Off Premise	
(a) New	\$1,000.00
(b) Transfer	\$753.75
(c) Renewal	\$103.75/yr.
11) Brew Pub	
(a) New	\$1,000.00
(b) Transfer	\$825.00
(c) Renewal	\$175.00/yr.
12) Optional Premises	
(a) New	\$1,000.00
(b) Transfer	\$825.00
(c) Renewal	\$175.00/yr.
13) Mini Bar with H&R	
(a) New	\$1,200.00
(b) Transfer	\$1,075.00
(c) Renewal	\$425.00/yr.
14) Bed and Breakfast	
(a) New	\$1,000.00
(b) Transfer	\$775.00
15) Renewal	\$125.00/yr.
16) Art Gallery	
(a) New	\$100.00
(b) Renewal	\$71.25/yr.
17) Tastings Permit	
(a) New	\$150.00
(b) Renewal	\$50.00/yr.
18) Change of Location	\$750.00
19) Manager's Registration	\$75.00
20) Corporate/LLC Changes	\$100.00
21) Temporary Permit	\$100.00
22) Late Renewal	\$500.00
23) Special Event Liquor	\$100.00/event
24) Special Event Beer	\$100.00/event
D) Special Use Permits	
1) Permit	\$50.00-\$200.00
2) Deposit	\$100.00-\$1,000.00
3) Food Vendor	\$50.00/yr.
4) Tasting New	\$150.00
(a) Tasting Renewal	\$50.00/yr.

SECTION 4: MUNICIPAL COURT

A) Court (§2-7-170)	
1) Cost	\$35.00
2) Jury Trial	
(a) Advanced Deposit	\$25.00
(b) Upon Conviction	\$75.00
3) OJW	\$0.00
4) Bench Warrant	\$75.00

5) Default Judgment.....	\$30.00
6) Deferred Judgment.....	\$75.00
7) Stay of Execution	\$25.00
8) Community Service Fee.....	\$25.00
9) Failure to Appear	\$25.00
B) Contempt of Court (§2-7-120)	up to \$1,000.00
C) Penalties and Violations (§1-4-20)	up to \$2,650.00
1) Failure to pay	\$25.00/violation
D) Transcript (§1-4-20)	
1) Deposit	\$100.00
2) Transcription	at Cost

SECTION 5: COMMUNITY DEVELOPMENT

A) Permits

1) Right of Way (§11-4-10)	\$75.00
(a) Curb Cut	\$75.00/per
(b) Right of Way Multi Location.....	\$75.00/1 st Location
(1) Additional Location.....	\$25.00/per
2) Building Permit (§18-1-20)	Based on Valuation
(a) \$1.00-\$500.00.....	\$23.50
(b) \$501.00-\$2,000.00	\$3.05
(1) Additional per \$100.00 of valuation	
(c) \$2,001.00-\$25,000.00.....	\$14.00
(1) Additional per \$1,000.00 of valuation	
(d) \$25,001.00-\$50,000.00	\$10.10
(1) Additional per \$1,000.00 of valuation	
(e) \$50,001.00-\$100,000.00.....	\$7.00
(1) Additional per \$1,000.00 of valuation	
(f) \$100,001.00-\$500,000.00	\$5.60
(1) Additional per \$1,000.00 of valuation	
(g) \$500,001.00-\$1,000,000.00.....	\$4.75
(1) Additional per \$1,000.00 of valuation	
(h) \$1,000,001.00-up.....	\$3.15
(1) Additional per \$1,000.00 of valuation	
3) Plan Review Fees	
(a) Administrative Fee	65% of Permit Fee
(1) This fee is assessed on both complete and incomplete plans	
(b) Residential Stock Model Plans.....	\$100.00
(1) Any changes to Stock Plan will be treated as a new plan and therefore be subject to all fees.	
(c) Solar Panel Plans	
(1) Residential	\$100.00
(2) Commercial	\$200.00
4) Electrical Permits Set by State	
(a) Plumbing Permit	See Building Permit
(b) Mechanical Permit.....	See Building Permit
5) Grading Permit	
(a) Residential Lot (if required).....	\$75.00
(b) <1 acre	\$250.00

(c) 1 acre to 5 acres	\$1,000.00
(d) Greater than 5 acres	\$1,750.00
6) New Infrastructure Permit	\$1,000.00 + Cost
7) Fence Permit.....	\$75.00
8) Landscaping Permit	\$10.00
(a) Working without Permit	\$100.00
9) Solar Panel Permit	
(a) Residential	\$100.00
(b) Commercial	\$200.00
10) Sign Permit.....	Valuation/\$75.00 Min
11) Banners.....	\$25.00/quarter
12) Demolition Permit	\$50.00
13) Mobile Home Permit.....	\$250.00
14) Moving Mobile Home Permit	\$50.00
15) Construction/Sales Trailer Permit	\$100.00
16) RV Parking Permit	
(a) 7-day permit	\$75.00
(b) 2-day permit	\$25.00
17) Investigation Fee/Working Without a Permit (§18-1-20)	
(a) Percentage of Building Fee	100%
18) Reinspection Fee.....	\$75.00

B) Contractor Licensing

1) Class A.....	\$75.00
2) Class B	\$50.00
3) Class C	\$25.00
4) Class D.....	\$25.00
5) ROW	\$25.00
6) Plumber Registration.....	\$75.00
7) Electrician Registration.....	No Fee

C) Impact Fees

1) Public Facilities Impact Fee	\$3,153.00/SFE**
2) Storm Drainage Impact Fee	\$1,053.00/SFE**
3) Transportation Facilities Impact Fee.....	\$2,677.00/SFE**

D) Land Development Fees (Cost Agreement* plus 20% Administrative Fee)

SECTION 6: ANIMAL CONTROL

A) Animal Licenses ([§7-7-70](#))

1) Spayed or Neutered Animal.....	\$10.00/yr.
(a) Senior (65+).....	\$5.00/yr.
(b) Veterans.....	\$5.00/yr.
2) Unaltered Animal.....	\$25.00/yr.
3) Guard Dog License	\$25.00/yr.
4) Duplicate tag	\$5.00/each
5) Poultry License	
(a) New.....	\$25.00/yr.
(b) Renewal.....	\$25.00/yr.
6) Bee Permit	\$25.00/yr.

- B) Violations ([§1-4-20](#))**
- 1) Failure to License\$50.00
 - 2) Guard Dog Violation
 - (a) 1st Offense\$300.00
 - (b) 2nd and Subsequent Offense(s)\$600.00
 - 3) Aggressive Animal
 - (a) 1st Offense\$200.00
 - (b) 2nd and Subsequent Offense(s)\$400.00
 - 4) Vicious Animal
 - (a) 1st Offense\$300.00
 - (b) 2nd and Subsequent Offense(s)\$600.00
 - 5) Barking Dog
 - (a) 1st Offense\$150.00
 - (b) 2nd and Subsequent Offense(s)\$250.00
 - 6) Animal at Large
 - (a) 1st Offense\$100.00
 - (b) 2nd Offense.....\$150.00
 - (c) 3rd Offense.....\$300.00
- (1) Each fine excludes the cost of restitution.
- C) Impound Fees ([§7-7-60](#))**
- 1) Dog/Other
 - (a) 1st Day.....\$45.00
 - (b) Additional Board\$5.00/day
 - 2) Cat
 - (a) 1st Day.....\$35.00
 - (b) Additional Board\$5.00/day
- D) Adoption Fees ([§7-7-60](#))**
- 1) Dog/Other\$50.00
 - 2) Cat\$40.00
- E) Cat Trap**
- 1) Fee\$25.00
 - 2) Deposit\$25.00

SECTION 7: CODE ENFORCEMENT

- A) **Vehicle Impoundment Hearing ([§8-3-50\(c\)](#))**\$50.00
- B) **Snow Emergency Parking ([§1-4-20](#))** up to \$1,000.00
- C) **Debris ([§7-2-10](#))**.....\$100.00
- D) **Dumping on Property ([§7-2-10](#))**\$100.00
- E) **Accumulation Prohibited ([§7-3-10](#))**\$100.00
- F) **Responsibility of Owner ([§7-3-30](#))**.....\$100.00
- G) **Declaration of Nuisance ([§7-5-20](#))**.....\$50.00
- H) **Duty to Cut ([§7-5-30](#))**\$50.00
- I) **Parking ([§8-5-10](#))**\$50.00
- J) **Snow & Ice Removal ([§11-1-20](#))**\$100.00
- K) **Failure to Permit ([§1-4-20](#))** up to \$2,650.00
- L) **Property Maintenance Violation** up to \$2,650.00

M) Abatement

- 1) All Abatement except Obnoxious Weed at Cost
 - (a) Administrative..... 10% of Cost
- 2) Obnoxious Weed at Cost
 - (a) Administrative..... 20% of Cost

SECTION 8: PUBLIC WORKS

A) Mount View Cemetery ([Resolution 398](#))

- 1) Casket Plot
 - (a) Resident..... \$300.00
 - (b) Non-Resident..... \$1,000.00
- 2) Cremation Plot
 - (a) Resident..... \$300.00
 - (b) Non-Resident..... \$1,000.00
- 3) Opening/Closing
 - (a) Casket Plot
 - (1) Weekdays..... \$350.00
 - (2) Weekend/Holiday \$450.00
 - (b) Cremation Plot
 - (1) Weekdays..... \$100.00
 - (2) Holiday..... \$200.00

B) Water ([Resolution 391](#))

- 1) Base Rate \$34.46
- 2) Usage Rate
 - (a) Tier 1
 - (1) 0 to 4,000 gallons \$0.00
 - (b) Tier 2
 - (1) 4,001 to 8,000 gallons..... \$4.40/1,000 gallons
 - (c) Tier 3
 - (1) 8,001 to 16,000 gallons \$6.60/1,000 gallons
 - (d) Tier 4
 - (1) 16,001 and above..... \$15.45/1,000 gallons
 - (e) Bulk Water
 - (1) Tier 1
 - (i) 0 to 20,000 gallons..... \$21.00/1,000 gallons
 - (2) Tier 2
 - (i) 20,001 to 50,000 gallons..... \$30.00/1,000 gallons
 - (3) Tier 3
 - (i) 50,001 and above..... \$70.00/1,000 gallons
 - (f) Untreated Well Water
 - (1) Tier 1
 - (i) 0 to 20,000 gallons..... \$12.00/1,000 gallons
 - (2) Tier 2
 - (i) 20,001 to 50,000 gallons..... \$18.00/1,000 gallons
 - (3) Tier 3
 - (i) 50,001 and above..... \$42.00/1,000 gallons

(g) Reuse Water	
(1) System Delivery	\$15.00/1,000 gallons
(2) Load out Station	\$5.00/1000 gallons
3) Shut off	\$40.00
4) Water Turn on Fee	\$30.00
5) Late Payment (§ 13-2-40)	5%
6) Bulk Water Meter Deposit.....	\$3,500.00
7) Account Activation Fee	\$35.00
8) New Build Meter/Reader	at Cost
9) Meter and Associated Equipment Damage	
(a) Repairs	at Cost
(b) Labor Employee Abatement	Rate/hr.
10) Lien Fees	
(a) Percentage of total past due	10%
(b) Administrative Fee	\$100.00
11) Outside Source Meter Testing	
(a) Meter is found faulty.....	\$0.00
(b) Working meters	\$30.00
12) Water Development Fees	\$24,896/SFE**
(a) Tap Inspection Fee	\$150.00
(b) Administrative Cost for Reimbursement (§13-1-150).....	\$100.00
13) Lateral Street Cut (§11-3-30)	
(a) Less than 60 ft.	\$350.00
(1) Additional	\$4.00/ft.
14) Utility Extension Permit Fee (§11-3-40)	
(a) Permit.....	\$350.00
(1) Excavation	\$4.00/ft.
15) New Infrastructure Permit	\$1,000.00 + Cost
16) Inspection Fee (§13-1-40)	\$63.00
17) Tampering with Water Equipment	
(a) Repair	at Cost
(b) Fine.....	up to \$1,000
18) Water Restriction Violation (§13-3-440)	
(a) 1 st Violation.....	\$100.00
(b) 2 nd Violation	\$250.00
(c) 3 rd Violation	\$500.00
(d) 4 th Violation and above.....	\$500.00
C) Wastewater (§ 13-2-30)	
1) Base Rate.....	\$40.00
2) Usage Rate Per 1,000 gallons.....	\$8.05
(a) Based on average water use from November 15 th to February 15 th	
3) Late Payment (§ 13-2-40)	5%
4) Wastewater Development Fees (§13-1-20).....	\$16,280/SFE**
(a) Tap Inspection Fee (§13-1-40).....	\$150.00
(b) Administrative Cost for Reimbursement (§13-1-150).....	\$100.00
5) Lateral Street Cut (§11-3-30)	
(a) Less than 60 ft.	\$350.00
(1) Additional	\$4.00/ft.

- 6) Utility Extension Permit Fee ([§11-3-40](#))
 - (a) Permit Plus.....\$350.00
 - (1) Excavation\$4.00/ft.
- 7) New Infrastructure Permit\$1,000.00 + Cost
- 8) Inspection Fee ([§13-1-40](#))\$63.00

* Development Plans are subject to cost agreements. Cost agreements are based on the cost for the Town to obtain the services of various consultants necessary to development plan.

**Single Family Equivalent or SFE a numerical value assigned to a specific property based upon the demand placed on the infrastructure of the Town by an average single-family residential unit in accordance with the schedule and SFE calculator adopted pursuant to Chapter 13 of this Code.

RESOLUTION NO. 947-22

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF BENNETT, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023 AND ADOPTING THE TOWN OF BENNETT SCHEDULE OF FEES

WHEREAS, the Board of Trustees of the Town of Bennett has appointed Danette M. Ruvalcaba, Town of Bennett Treasurer, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Danette M. Ruvalcaba, Treasurer, has submitted a proposed budget and schedule of fees to this governing body on October 11th, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published and posted in accordance with the Local Government Budget Law of Colorado, said proposed budget was open for inspection by the public at a designated place and a public hearing was held December 13, 2022, and electors of the Town were given an opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law.

BENNETT, COLORADO:

Section 1. That estimated expenditures for each fund are as follows:

<u>GENERAL FUND</u>	\$	6,916,270
<u>WATER FUND</u>		3,523,935
<u>WASTE WATER FUND</u>		2,837,715
<u>ROAD AND BRIDGE FUND</u>		339,215
<u>SALES TAX CAPITAL IMPROVEMENT FUND CONSERVATION</u>		2,018,262
<u>TRUST FUND</u>		17,440
<u>ADAMS COUNTY OPEN SPACE FUND</u>		54,565
<u>ARAPAHOE COUNTY OPEN SPACE FUND</u>		35,775
<u>RESERVE FUND</u>		-0-
<u>GRANTS</u>		2,610,000
<u>CAPITAL IMPROVEMENT FUND</u>		415,900
<u>WATER CAPITAL FUND</u>		910,000
<u>WASTEWATER CAPITAL FUND</u>		63,755
<u>STORM DRAINAGE IMPACT FEE FUND</u>		112,500
<u>PUBLIC FACILITIES IMPACT FEE FUND</u>		583,160
<u>TRANSPORTATION FACILITIES IMPACT FEE FUND</u>		629,604
<u>DEBT SERVICE FUND</u>		-0-
<u>BENNETT ARTS & CULTURAL FUND</u>		235,500
 TOTAL EXPENDITURES	 \$	 21,303,596

Section 2. That the estimated revenues for each fund are as follows:

GENERAL FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		6,286,700
From general property tax levy		629,570
TOTAL GENERAL FUND REVENUES	\$	6,916,270

WATER FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		3,523,935
From general property tax levy		-0-
TOTAL WATER FUND REVENUES	\$	3,523,935

WASTE WATER FUND

From unappropriated surpluses and reserves	\$	494,595
From sources other than general property tax		2,343,120
From general property tax levy		-0-
TOTAL WASTE WATER FUND REVENUES	\$	2,837,715

ROAD AND BRIDGE FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		339,215
From general property tax levy		-0-
TOTAL ROAD AND BRIDGE FUND REVENUES	\$	339,215

SALES TAX CAPITAL IMPROVEMENT FUND

From unappropriated surpluses and reserves	\$	473,702
From sources other than general property tax		1,544,560
From general property tax levy		-0-
TOTAL RESTRICTED STREET REVENUES	\$	2,018,262

CONSERVATION TRUST FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		17,440
From general property tax levy		-0-
TOTAL CONSERVATION TRUST FUND REVENUES	\$	17,440

ADAMS COUNTY OPEN SPACE FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		54,565
From general property tax levy		-0-
TOTAL ADAMS COUNTY OPEN SPACE FUND REVENUES	\$	54,565

ARAPAHOE COUNTY OPEN SPACE FUND

From unappropriated surpluses and reserves	\$	20,815
From sources other than general property tax		14,960
From general property tax levy		-0-
TOTAL ARAPAHOE COUNTY OPEN SPACE REVENUES	\$	35,775

RESERVE FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		151,225
From general property tax levy		-0-
TOTAL RESERVE FUND	\$	151,225

GRANTS

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		2,610,000
From general property tax levy		-0-
TOTAL GRANT REVENUES	\$	2,610,000

CAPITAL IMPROVEMENT FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		550,590
From general property tax levy		-0-
TOTAL CAPITAL IMPROVEMENT REVENUES	\$	550,590

WATER CAPITAL FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		2,806,785
From general property tax levy		-0-
TOTAL WATER CAPITAL REVENUES	\$	2,806,785

WASTEWATER CAPITAL FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		2,286,040
From general property tax levy		-0-
TOTAL WASTE WATER CAPITAL REVENUES	\$	2,286,040

STORM DRAINAGE IMPACT FEE FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		35,690
From general property tax levy		-0-
TOTAL STORM DRAINAGE IMPACT FEE FUND REVENUES	\$	35,690

PUBLIC FACILITIES IMPACT FEE FUND

From unappropriated surpluses and reserves	\$	-0-
From sources other than general property tax		320,345
From general property tax levy		-0-
TOTAL PUBLIC FACILITIES IMPACT FEE FUND REVENUES	\$	320,345

TRANSPORTATION FACILITIES IMPACT FEE FUND

From unappropriated surpluses and reserves	\$	282,974
From sources other than general property tax		62,571
From general property tax levy		-0-
TOTAL TRANSPORTATION FACILITIES IMPACT FEE FUND REVE	\$	345,545

BENNETT ARTS & CULTURAL FUND

From unappropriated surpluses and reserves	\$	50,000
From sources other than general property tax		185,500
From general property tax levy		-0-
TOTAL BENNETT ARTS & CULTURAL FUND	\$	235,500

TOTAL REVENUES \$ **25,084,897**

Section 3. That the budget as submitted, amended, and herein above summarized by fund, a copy of which is attached as Attachment “A” hereto and incorporated herein by this reference, is hereby approved and adopted as the budget for the Town of Bennett for the 2023 fiscal year.

Section 4. That the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records for the Town of Bennett.

Section 5. The following appropriations made in Resolution No. 895-21 for Fiscal Year 2022 shall be carried forward into Fiscal Year 2023:

- a. From the General Fund, the net amount of one hundred forty six thousand dollars (\$146,000).
- b. From the Sales Tax Capital Improvement Fund, the net amount of three million two hundred forty thousand dollars (\$3,240,000).
- c. From the Water Fund, the net amount of two million fifty four thousand dollars (\$2,054,000).
- d. From the Waste Water Fund, the net amount of one million four hundred twenty thousand dollars (\$1,420,000).
- e. From the Grant Fund, the net amount of one hundred thousand dollars (\$100,000).
- f. From the Transportation Impact Fee Fund, the net amount of forty two thousand dollars (\$42,000).
- g. From the Storm Drainage Impact Fee Fund, the net amount of seventy thousand dollars (\$70,000).
- h. From the Public Facilities Impact Fee Fund, the net amount of thirty thousand dollars (\$30,000).
- i. From the Bennett Art & Culture Fund, the net amount of one hundred thousand dollars (\$100,000).

Section 6. That the Town of Bennett Schedule of Fees is created and a copy of which is attached as Attachment “B” hereto and incorporated herein by this reference, is hereby approved and adopted. The fees and charges set by this resolution shall be effective January 1, 2023, and may thereafter be amended from time to time by resolution of the Board of Trustees.

Section 7. That the Town of Bennett Schedule of Fees hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records for the Town of Bennett.

INTRODUCED, READ, AND ADOPTED THIS 13TH DAY OF DECEMBER 2022.

Royce D. Pindell
Mayor, Town of Bennett

ATTEST:

Christina Hart
Town Clerk

Suggested Motion

I move to approve Resolution No. 947-22 – A resolution summarizing expenditures and revenues for each fund and adopting a budget for the Town of Bennett, Colorado, for the calendar year beginning on the first day of January 2023 and ending on the last day of December 2023 and adopting the Town of Bennett Schedule of Fees.

RESOLUTION NO. 948-22

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW, FOR THE TOWN OF BENNETT, COLORADO FOR THE 2023 BUDGET YEAR

WHEREAS, the Board of Trustees has adopted the 2023 Annual Budget in accordance with the Local Government Budget Law, on December 13, 2022; and

WHEREAS, the Board of Trustees has made provisions therein for in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues as provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, for purposes stated, for the fiscal year beginning January 1, 2023:

GENERAL FUND

Current Operating Expenses	\$ 6,413,902
Contingency	502,368
Debt Service	-0-
TOTAL GENERAL FUND	\$ 6,916,270

WATER FUND

Current Operating Expenses	\$ 2,863,935
Contingency	138,450
Debt Service	521,550
TOTAL WATER FUND	\$ 3,523,935

WASTE WATER FUND

Current Operating Expenses	\$ 2,578,540
Contingency	-0-
Debt Service	259,175
TOTAL WASTE WATER FUND	\$ 2,837,715

ROAD AND BRIDGE FUND

Current Operating Expenses	\$ 273,330
Contingency	65,885
Debt Service	-0-

TOTAL ROAD AND BRIDGE FUND \$ 339,215

SALES TAX CAPITAL IMPROVEMENT FUND

Current Operating Expenses	\$ 309,375
Contingency	1,348,587
Debt Service	360,300

TOTAL RESTRICTED STREET \$ 2,018,262

CONSERVATION TRUST FUND

Current Operating Expenses	\$ -0-
Contingency	17,440
Debt Service	-0-

TOTAL CONSERVATION TRUST FUND \$ 17,440

ADAMS COUNTY OPEN SPACE FUND

Current Operating Expenses	\$ 54,565
Contingency	-0-
Debt Service	-0-

TOTAL ADAMS COUNTY OPEN SPACE FUND \$ 54,565

ARAPAHOE COUNTY OPEN SPACE FUND

Current Operating Expenses	\$ 35,775
Contingency	-0-
Debt Service	-0-

TOTAL ARAPAHOE COUNTY OPEN SPACE FUND \$ 35,775

RESERVE FUND

Current Operating Expenses	\$ -0-
Contingency	-0-
Debt Service	-0-

TOTAL RESERVE FUND \$ -0-

GRANTS

Current Operating Expenses	\$ 2,610,000
Contingency	-0-
Debt Service	-0-

TOTAL GRANT FUND \$ 2,610,000

CAPITAL IMPROVEMENT FUND

Capital Outlay	\$	200,000
Contingency		-0-
Debt Service		215,900
TOTAL CAPITAL IMPROVEMENT FUND	\$	415,900

WATER CAPITAL FUND

Capital Outlay	\$	910,000
Contingency		-0-
Debt Service		-0-
TOTAL WATER CAPITAL FUND	\$	910,000

WASTEWATER CAPITAL FUND

Capital Outlay	\$	63,755
Contingency		-0-
Debt Service		-0-
TOTAL WASTE WATER CAPITAL FUND	\$	63,755

STORM DRAINAGE IMPACT FEE FUND

Capital Outlay	\$	112,500
Contingency		-0-
Debt Service		-0-
TOTAL STORM DRAINAGE IMPACT FEE FUND	\$	112,500

PUBLIC FACILITIES IMPACT FEE FUND

Capital Outlay	\$	583,160
Contingency		-0-
Debt Service		-0-
TOTAL PUBLIC FACILITIES IMPACT FEE FUND	\$	583,160

TRANSPORTATION FACILITIES IMPACT FEE FUND

Capital Outlay	\$	-0-
Contingency		629,604
Debt Service		-0-
TOTAL TRANSPORTATION FACILITIES IMPACT FEE FUND	\$	629,604

DEBT SERVICE FUND

Current Operating Expenses	\$	-0-
Contingency		-0-
Debt Service		-0-
TOTAL DEBT SERVICE FUND	\$	-0-

BENNETT ARTS & CULTURAL FUND

Current Operating Expenses	\$ 235,500
Contingency	-0-
Debt Service	-0-
TOTAL BENNETT DAYS FUND	\$ 235,500
TOTAL EXPENDITURES	\$ 21,303,596

Section 2. Within the Reserve Fund, there is hereby established and funded an Emergency Reserve Fund as required and in accordance with paragraph 5 of Section 20 to Article X, Section 20 of the Colorado Constitution.

Section 3. Any and all year-end fund balances for fiscal year 2022 are hereby carried forward to their respective funds for fiscal year 2023.

Section 4. All prior resolutions or parts of such resolutions, codes or parts of codes in conflict with the provisions of this resolution are hereby repealed.

INTRODUCED, READ, AND ADOPTED THIS 13TH DAY OF DECEMBER 2022.

Royce D. Pindell
Mayor, Town of Bennett

ATTEST:

Christina Hart
Town Clerk

Suggested Motion

I move to approve Resolution No. 948-22 – A resolution appropriating sums of money to the various funds and spending agencies, in the amounts and for the purposes set forth below, for the Town of Bennett, Colorado, for the 2023 budget year.

RESOLUTION NO. 949-22

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE TAX YEAR 2022 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF BENNETT, COLORADO, FOR THE 2023 BUDGET YEAR

WHEREAS, the Board of Trustees of the Town of Bennett has adopted the 2023 Annual Budget in accordance with the Local Government Budget Law, on December 13, 2022;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$629,570; and

WHEREAS, the amount of money necessary to balance the budget for bonds and interest is \$-0-; and

WHEREAS, the 2022 valuation for assessment for the Town of Bennett as certified by the Adams County Assessor is \$44,682,990; and

WHEREAS, the 2022 valuation for assessment for the Town of Bennett as certified by the Arapahoe County Assessor is \$8,000,696; and

WHEREAS, the mill levy is set in accordance with the applicable provisions of the Colorado Constitution and Colorado Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. That for the purpose of meeting all general operating expenses of the Town of Bennett during the 2022 budget year, there is hereby levied a tax of 11.950 mills upon each dollar of the total valuation for the assessment of all taxable property within the Town for the year 2021.

Section 2. That for the purpose of meeting payments for bonded indebtedness and interest of the Town of Bennett during the 2023 budget year, there is hereby levied a tax of -0- mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2022.

Section 3. That the Town Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Adams County, Colorado and to the County Commissioners of Arapahoe County, Colorado, the mill levies for the Town of Bennett as herein determined and set.

Section 4. All prior resolutions or parts of such resolutions, codes, or parts of codes in conflict with the provisions of this resolution are hereby repealed.

INTRODUCED, READ, AND ADOPTED THIS 13TH DAY OF DECEMBER 2022.

Royce D. Pindell
Mayor, Town of Bennett

ATTEST:

Christina Hart
Town Clerk

Suggested Motion

I move to approve Resolution No. 949-22 – A resolution levying general property taxes for the tax year 2022 to help defray the cost of government for the Town of Bennett, Colorado, for the 2023 budget year.

RESOLUTION NO. 950-22

A RESOLUTION APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN RESOLUTION NO. 852-20 FOR THE 2021 FISCAL YEAR FOR THE TOWN OF BENNETT ROAD AND BRIDGE FUND AND CONSERVATION TRUST FUND

WHEREAS, pursuant to Sec. 4-2-30 of the Town of Bennett Code, the Board of Trustees adopted Resolution No. 852-20 that appropriated such sums of money as were deemed necessary to cover the items in its budget and to defray all projected expenses and liabilities of the Town during the fiscal year 2021; and

WHEREAS, the Town Treasurer and Town Administrator have deemed it necessary to revise the 2021 budget to more clearly reflect the amounts budgeted; and

WHEREAS, the Town Treasurer has certified that funding sources and revenues are available for appropriation in the various funds; and

WHEREAS, the Town Administrator has recommended that the various appropriations enumerated, and this Resolution be made.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. Appropriations in addition to those made in Resolution No. 852-20 shall be made for Fiscal Year 2021 as follows:

- a. For the fiscal year of 2021
 - i. From additional revenue and fund balance in the Conservation Trust Fund for the net amount of four thousand two hundred eighty-seven (\$4,287) to correct a duplicate journal entry in 2020.
 - ii. From additional revenue in the Road and Bridge Fund for the net amount of two thousand seven hundred twenty-eight (\$2,728) for the completion of emergency road repairs.

Section 2. All prior resolutions or parts of such resolutions, codes or parts of codes in conflict with the provisions of this resolution are hereby repealed.

INTRODUCED, READ, AND ADOPTED THIS 13TH DAY OF DECEMBER 2022.

TOWN OF BENNETT

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Resolution No. 950-22 – A resolution appropriating sums of money in addition to those appropriated in Resolution No. 852-20 for the 2021 fiscal year for the Town of Bennett Road and Bridge Fund and Conservation Trust Fund.

ORDINANCE NO. 764-22

AN ORDINANCE AMENDING THE DEVELOPMENT IMPACT FEES FOR THE TOWN OF BENNETT

WHEREAS, pursuant to state law, including but not limited to C.R.S. § 24-67-101 *et seq.*, C.R.S. § 29-20-101 *et seq.* and C.R.S. § 31-23-301 *et seq.*, and as a condition of issuance of a development permit, the Town has the authority to impose an impact fee or other similar development charge to fund expenditures by the Town on capital facilities needed to serve new development; and

WHEREAS, the Board of Trustees finds that tax and other revenues generated from new residential development does not generate sufficient funds to provide necessary capital facilities to accommodate and serve new development; and

WHEREAS, the Board of Trustees finds that an equitable impact fee consistent with the requirements of applicable law is one of the preferred methods for the Town to regulate land development to ensure new development pays a proportionate fair share of the costs of the needed capital facilities, allowing the Town to make the necessary capital facility expenditures to serve new development; and

WHEREAS, the Board of Trustees of the Town of Bennett previously adopted impact fees to be paid by new residential development and established provisions for the collection and expenditure of such impact fees, which ordinance, as thereafter amended, is codified in Chapter 4, Article VII of the Bennett Municipal Code with the impact fees adopted by the Board of Trustees set forth in Appendix 4-A; and

WHEREAS, the Bennett Municipal Code requires periodic review of the Town's impact fees to ensure that: (1) the demand and cost assumptions underlying the impact fees are still valid; (2) the resulting impact fees do not exceed the actual costs of constructing capital facilities that are of the type for which the fees are paid and that are required to serve new impact-generating development; (3) the monies collected or to be collected in each impact fee fund have been paid and are expected to be spent for capital facilities for which the fees were paid; and (4) the capital facilities for which the fees are to be used will benefit the development paying the fees; and

WHEREAS, Town staff has undertaken a review of the Town's capital needs and impact fees by reassessing the Town's capital needs, updating cost estimates, and reviewing changes in development projections and impacts for the Town in order to determine the capital facilities needed to serve new development and the proportional costs of such facilities that may be charged to proposed development through impact fees, which review is summarized in the *Capital Asset Impact Master Plan* dated October 22, 2022 (referred to as the *C.A.I.M.P project*) and accompanying this Ordinance; and

WHEREAS, the Board of Trustees finds the demand and cost assumptions underlying the Town's impact fees warrant revision as set forth in the C.A.I.M.P. project, and the Board of

Trustees finds it necessary and appropriate that the impact fees be revised as set forth herein; and

WHEREAS, the Board of Trustees further finds the impact fees, as amended by this Ordinance, do not exceed the actual costs of constructing capital facilities that are of the type for which the fees are paid and that are required to serve new impact-generating development; the impact fee monies spent since adoption of the Town's impact fee ordinance have only been spent for capital facilities for which such fees were paid; impact fee monies to be collected in the future are likewise expected to be spent only for capital facilities for which the fees were paid; such capital facilities that have been constructed with impact fee monies have benefitted those developments that paid the fees; and future impact fee monies paid will fund capital facilities that will benefit those developments that paid the fees.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. Appendix 4-A to Chapter 4, Article VIII of the Bennett Municipal Code, is hereby replaced in its entirety with Exhibit A attached hereto, *Impact Fee Schedule*.

Section 2. If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. The repeal or modification of any provision of the Municipal Code of the Town of Bennett by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 5. This Ordinance shall take effect 30 days after publication.

INTRODUCED, READ, AND ADOPTED THIS 13TH DAY OF DECEMBER 2022.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

APPENDIX A
Impact Fee Schedule

Transportation Impact Fee	\$ 2,677.00 per SFE
Stormwater Impact Fee	\$ 1,053.00 per SFE
Public Facilities Impact Fee	\$ 3,153.00 per SFE

Suggested Motion

I move to approve Ordinance No. 764-22 – An ordinance amending the Development Impact Fees for the Town of Bennett.